

## Solicitors' Journal.

LONDON, JANUARY 31, 1880.

## CONTENTS.

CURRENT TOPICS:—	
The Summary Jurisdiction Act.....	245
The Middlesex Registry .....	245
The Government Bill as to the Land Laws.....	245
The Verdict in the Recent Divorce Case.....	245
The Common Law Obligation on a Parent to provide Christian Burial for a Child .....	245
Statements of Counsel .....	245
Transfer of Causes.....	246
LAWYERS:—	
Effect of Absence of Due Attestation on Bills of Sale .....	246
Liability of Bankers under the Crossed Cheques Act, 1876 .....	246
REVIEW .....	247
GENERAL CORRESPONDENCE.....	248
CASES OF THE WEEK:—	
Hedley v. Bates .....	248
"Cartburn," The .....	249
White, Ex parte .....	249
Mellor, In re .....	250
Cunha v. Lewis .....	250
Hawkins v. Hawkins.....	250
Lloyds v. Harper.....	250
Attorney-General, The, v. Tomlins.....	251
SOCIETIES.....	251
LAW STUDENTS' JOURNAL .....	251
Mr. Osborne Morgan on Land Law Reform .....	256
APPOINTMENTS, ETC.....	256
COMPANIES.....	258
Qualification of the Provisor for Re-entry.....	259
NEW ORDERS, &c.....	259
CREDITORS' CLAIMS .....	259
LEGAL NEWS .....	259
PUBLIC COMPANIES .....	260
LONDON GAZETTES, &c., &c.....	260

## CASES REPORTED IN THE WEEKLY REPORTER.

Alph and Young, In re (App.).....	266
Bund v. Green (Ch.Div. V.C.B.).....	275
Burton, Ex parte. In re Tunstall (App.).....	268
Camling, In the Goods of (Prob. Div. and Adm. Div., Prob.) .....	274
Cummins v. Fletcher (Ch.Div. V.C.B.) .....	272
Dadds v. The Attorney-General (Prob. Div. and Adm. Div., Div.) .....	278
Field, Ex parte. In re Marlow (App.) .....	267
Good, Ex parte. Re Lee (Bkcy.).....	278
Harrison, Ex parte. In re Harrison (Bkcy.).....	280
Kilner, Ex parte. In re Barker (App.).....	269
Newrich Provident Insurance Company, In re. Ex parte Heskett. (Ch.Div. V.C.B.) .....	272
Rotherham v. Priest (C.P.Div.).....	277
Stafford Colliery Company (Limited), In re The. Barrow's case. (Ch.Div. V.C.B.) .....	270
Witham v. Vane (Ch.Div. Fry, J.) .....	270

## CURRENT TOPICS.

THE ATTENTION of our readers should be directed to the letter from the Home Office, which will be found in another column, correcting an error which has crept into two of the forms recently issued under the Summary Jurisdiction Act.

IT IS UNDERSTOOD that Mr. Osborne Morgan, Q.C., M.P., proposes to introduce in the ensuing session a Bill to remodel the Middlesex Registry, and to amend the law of mortgages and charges, based on the suggestions made in the report of his Select Committee on Land Titles and Transfer.

WE UNDERSTAND that the measure relating to the land laws which the Government have had under consideration is confined to an extension of the principle of Lord Cranworth's Act, making certain powers and provisions now commonly inserted in instruments incident to such instruments; and to provisions enabling the High Court of Justice (subject to precautions as to fairness of price and investment of the proceeds) to order the sale of settled estates on the application of the tenant for life alone. It will be remembered

that both these reforms were advocated by Mr. Lawrence, the president of the Incorporated Law Society, in his address at the recent provincial meeting of that society.

THE LAY MIND has been grievously exercised during the present week over a verdict returned in a recent divorce case. The jury, as the report in the daily papers informs us, in answer to the question, "Do you find that the respondent has committed adultery with the co-respondent?" replied, "We do not." And, to the further question, "Do you find that the co-respondent has committed adultery with the respondent?" they replied, "We do." And they assessed the damages at £1,000. In arriving at this decision, the jury followed the suggestion of the learned President, who informed them that such a verdict "would not be illogical or wrong." This the layman pronounces incomprehensible; if the man has committed the offence his paramour must have committed the offence. Granted, but then our "man of common sense" forgets that all questions of fact must be tried *inter partes*, and the evidence admissible on an issue depends upon the parties between whom that issue is tried. The matters at issue in a divorce case are, first, has the respondent committed adultery so as to entitle the husband to a divorce; and next, has the co-respondent committed adultery with the respondent so as to entitle the husband to damages? These questions are no doubt brought before the jury in a certain connection, but, as the judge said in *Stone v. Stone and Appleton*, (3 Sw. & Tr. 608), "they are distinct and must be kept distinct as if they were two separate causes tried by two separate juries." The admissions of the co-respondent are not admissible in the case against the respondent, just as in *Robinson v. Robinson and Lane* (1 Sw. & Tr. 362), it was held that the admissions of a respondent were not admissible in evidence against the co-respondent. The verdict in the issue against the co-respondent in the recent case appears to have depended wholly on his repeated statements, whether true or false, that he had committed the acts of adultery charged; but this evidence was inadmissible on the trial of the other issue, on which the jury have, in effect, found that the statements were untrue. The co-respondent has, therefore, the privilege of paying £1,000 for his statements; the husband retains his wife cleared of the imputation which the statements conveyed, and receives, in effect, £1,000 damages for the making of them.

A CURIOUS QUESTION was raised in a case at the Stafford Assizes, on Saturday. A woman was indicted for that "she, having as mother the care and custody of the corpse of her infant child, and being bound to provide for it decent Christian burial, unlawfully, wilfully, and indecently did neglect and omit to provide such decent Christian burial, and unlawfully, wilfully, and indecently did put and permanently leave, or caused the said corpse to be put and permanently left, in a place unfit and improper for the reception thereof." The facts of the case were that the prisoner having been confined of an illegitimate child, the child died two days after birth, and was buried in the garden of the house where the mother and her family lived. The rule of the common law as laid down by Lord Campbell in *R. v. Vann*, (3 Den. C. C. 325), is that "a man is bound, if he has the means, to give his deceased child Christian burial, but unless he has the means he is not indictable for neglecting to do so." But there appears to be no clear authority as to what is meant by "Christian burial," and as Mr. Justice Bowen held in the recent case that there was no evidence to go to the jury, the point was left undecided.

THE MASTER OF THE ROLLS took occasion on Tuesday to remark that on three occasions recently he had found it necessary to discharge restraining orders taken *ex parte*

on the ground that such orders had been made on statements which turned out not to be strictly correct. It is matter for great regret that instances of this kind should occur in courts where the statements of counsel are, and always have been, implicitly relied on by the judges. Without imputing any intention to deceive the judge, it is obvious that such occurrences must be due to carelessness, either on the part of counsel in reading his instructions, or of the solicitor in preparing or communicating them. It would be a calamity for suitors if the Chancery judges were to be compelled on every occasion to verify the statements of counsel, as being borne out by the evidence.

A TRANSFER of 60 causes to Vice-Chancellor Bacon's cause-book, and thence to Mr. Justice Fry for the purpose of hearing only, is in contemplation. Of these 60 causes, 30 were originally set down before the Master of the Rolls, 10 before Vice-Chancellor Malins, and 20 before Vice-Chancellor Hall. We believe the order of transfer will not be published until next week.

#### EFFECT OF ABSENCE OF DUE ATTESTATION ON BILLS OF SALE.

THE case of *Davis v. Goodman* (L. R. 5 C. P. D. 20), recently decided in the Common Pleas Division, appears to us to be a rather strong decision. The court held that unless a bill of sale is attested in accordance with the Bills of Sale Act, 1878, it is void as between the grantor and grantee.

Section 8 of the Act (41 & 42 Vict. c. 31) provides that every bill of sale "shall be duly attested and shall be registered under this Act within seven days after the making or giving thereof, and shall set forth the consideration for which such bill of sale was given, otherwise such bill of sale, as against all trustees or assignees," &c., in bankruptcy or liquidation, &c., and also as against all sheriffs' officers and other persons seizing in execution, &c., and also as against every person on whose behalf such process shall have been issued, "shall be deemed fraudulent and void so far as regards the property in or right to the possession of any chattels comprised in such bill of sale, which, at or after the time of filing the petition, &c., or of executing such process (as the case may be), and after the expiration of such seven days, are in the possession, or apparent possession, of the person making such bill of sale," &c. By section 10 it is provided that a bill of sale shall be attested and registered under this Act in the following manner, viz.:—"The execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and the attestation shall state that before the execution of the bill of sale the effect thereof has been explained to the grantor by the attesting solicitor."

The reasons given by the judges of the Common Pleas Division for their decision were that, inasmuch as the provisions with regard to the explanation of the bill of sale before execution were intended for the protection of the grantor of the bill of sale, and were not matters in which the parties specified in section 8 were interested, and the Act could not have intended them to be merely *brutum fulmen*, the only mode of giving effect to the Act was by holding that if they were not duly complied with the bill of sale was void.

We have great difficulty in seeing that, as a matter of construction, the language of the Act is fairly capable of the meaning put upon it by the court. The title of the Act is "An Act to consolidate and amend the law for preventing frauds upon creditors by secret bills of sale of personal chattels." There are express provisions in it making bills of sale void as against the classes of persons it is the main object of the Act to protect under certain circumstances, and no express provisions for making bills of sale void as against the grantor, or void generally

for non-compliance with the provisions of the Act. We cannot see how, according to the established rules of construction under these circumstances, a court can safely imply that a bill of sale shall be void, except as provided expressly by the Act.

The court seem to have assumed that unless the bill of sale were held to be void there was no security whatever for the observance of the requirements of the Act intended for the protection of the grantor. This assumption does not seem to us to be wholly justified. It is impliedly made the duty of the solicitor attesting the bill of sale to explain the bill of sale to the grantor, and the attestation must state that he has done so. The Act also requires an affidavit of the due execution and attestation of the bill of sale as a condition precedent to registration. Consequently by the 8th section, unless these conditions are fulfilled, the bill of sale will be void as against execution creditors and trustees in bankruptcy. This is, in itself, some considerable guarantee against the omission of the conditions necessary to due attestation. It is true that, unless the construction given to the Act by the Common Pleas Division be correct, the bill of sale might be good against the grantor, although not duly executed or attested under the Act; but as the grantee must always run the risk of losing his security in the event of a bankruptcy or execution if the bill of sale is not duly registered, there is a very substantial penalty upon failure to comply with the Act, and a very substantial inducement to comply with it. It seems reasonable to suppose that the Legislature, wishing to protect grantors of bills of sale in certain respects in which experience showed that they needed protection, made the explanation of the bill of sale a condition precedent to valid registration under the Act by way of incidentally securing the required protection to grantors of bills of sale.

It might not be in itself an unreasonable provision that the bill of sale should be void if the required explanation were not given, though it may be remarked that this is rather a severe penalty upon the grantee of the bill of sale, who may not personally be to blame in the matter. It seems to us, however, that to imply such a provision is a matter of considerable difficulty, having regard to the express provisions of the 8th section with regard to the avoiding of bills of sale.

#### LIABILITY OF BANKERS UNDER THE CROSSED CHEQUES ACT, 1876.

A curious point arose in the case of *Matthiessen v. London and County Bank* (L. R. 5 C. P. D. 7), with regard to the construction of the 12th section of the Crossed Cheques Act, 1876 (39 & 40 Vict. c. 81). That section, to the odd phraseology of which we drew attention shortly after the Act was passed, runs as follows: "A person taking a cheque crossed generally or specially, bearing in either case the words 'not negotiable,' shall not have, and shall not be capable of giving, a better title to the cheque than that which the person from whom he took it had. But a banker who has in good faith, and without any negligence, received payment for a customer of a cheque crossed generally or specially to himself shall not, in case the title to the cheque proves defective, incur any liability to the true owner of the cheque by reason only of having received such payment." The point in the case to which we refer was simply whether the latter part of the section applies where the cheque, though crossed, has not the words "not negotiable" upon it. The London and County Bank had received payment of a cheque, payable to order and crossed generally, but not having the words "not negotiable" upon it, the indorser of which had been forged, and which had been afterwards paid into the bank in the usual course of business by a customer. The argument for the plaintiffs was that the latter part of section 12 is merely

by way of proviso to the former part, being introduced by the word "but," which seems to import that it is a qualification merely of what has gone before.

Such a contention was putting rather a heavy burthen upon a little word. The improper use of the conjunction "but"—as, for instance, where it is used to couple ideas or statements which do not involve any opposition—is a common grammatical error. In the Bible version of the Proverbs of Solomon, the word "but" is in many cases quaintly, but according to strict grammatical propriety hardly appropriately, used to couple together sayings which do not in any way contradict or qualify one another. At the same time there is no doubt that, *prima facie*, the use of the word "but" does rather indicate at first sight that the latter part of the section is meant as a qualification of, or exception to, what has gone before. A possible meaning of the whole would be that, whereas by reason of the words "not negotiable" upon a cheque, any person receiving payment of it, however *bona fide*, without a good title, might be made to account for the amount of it to the true owner, protection was intended to be given to a banker who might merely collect it for a customer in the ordinary way of business by excepting him from the effect of this provision. It is to be observed, however, that if this construction were to be given to the enactment, it would entail the reading into the latter part of the section the words "bearing the words 'not negotiable,'" which would be a far greater stretch of language than any slight violence done to the word "but" by the larger construction.

We think it will appear on consideration that the construction contended for by the plaintiffs, though grammatically possible, would, in substance, involve an absurdity. It involves that a banker who has collected a cheque marked "not negotiable" for a customer who had not a good title to the cheque should be in a better position than if he had collected a cheque not marked "not negotiable" for a customer who had no title to the cheque. This seems absurd, though this ground does not appear to have occurred to the Common Pleas Division. The second is an *à fortiori* case. The addition of the words "not negotiable" was intended to give protection to the party really entitled to the proceeds of the cheque by restricting its negotiability and preserving his rights against any other person receiving such proceeds. It would be absurd that a banker should have protection in the case of a cheque marked "not negotiable" which he would not have in the case of a cheque not so marked. It was held in the case of *Ogden v. Benas* (22 W. R. 805, L. R. 9 C. P. 513) that the collecting banker had no protection in the case of a forged indorsement under the then existing state of the law, inasmuch as the 16 & 17 Vict. c. 59, s. 19, only applied to the banker upon whom the cheque was drawn. This decision was followed in the case of *Arnold v. Cheque Bank* (24 W. R. 759, L. R. 1 C. P. D. 578). The Common Pleas Division seems to have thought that the latter part of the 12th section of the Crossed Cheques Act, 1876, was intended to alter the law as laid down in those decisions, and to give the same protection to the collecting banker as to the banker upon whom the cheque was drawn against forged indorsements. We think that this was the only possible construction of the section, looking to the reason of the thing, though the use of the word "but" so far affects us as to make us doubt whether in fact the framer of the section had this general intention.

Lord Justice James was prevented by indisposition from sitting on Thursday last.

Mr. Arthur Charles, Q.C., and Mr. William Willis, Q.C., have been elected benchers of the Honourable Society of the Inner Temple, in the places of the late Right Hon. Mr. Roebuck, Q.C., and the late Mr. Kingdon, Q.C.

## Reviews.

### VENDORS AND PURCHASERS.

A CONCISE MANUAL OF THE LAW RELATING TO VENDORS AND PURCHASERS OF REAL PROPERTY. By HENRY SEABORNE, Solicitor. Second Edition. Butterworths.

Mr. Seaborne has added to his useful manual notices of the numerous Acts which have been passed, and of the many important conveyancing cases which have been decided since the publication of the first edition. We have little fault to find with the accuracy with which the effect of these statutes and cases has been given. It would have been as well, however, to have given the rules in section 3 of the Vendor and Purchaser Act in full in section 15, under the head of "Powers Conferred by the Vendor and Purchaser Act, 1874," in addition to noticing them under the heads to which they relate. And at p. 87, the very confident statement that "a recital of seisin of a particular person in a deed twenty years old, in the absence of proof to the contrary, would be evidence thereof;" should have been, but is not, supported by a reference to *Bolton v. School Board for London* (26 W. R. 549, L. R. 7 Ch. D. 766); and that strong decision has not yet stood long enough to be safely cited, even in an elementary book (as it is at p. 194 of this work) without a caution. We observe, with some surprise, the omission in the chapter on the Statute of Frauds of any reference to *Warner v. Willington* (3 Drew 525). An elementary work must necessarily omit much matter of minor importance, but the doctrine laid down in the case we have mentioned is too important to be left out of sight. Mr. Seaborne referring, at p. 284, to the written request signed by the vendor for payment of the purchase money to his solicitor, says: "According to a very prevalent opinion, the Stamp Act of 1870 makes it necessary, when in the form of a request to the purchaser to pay to the vendor's solicitor, that the request should be stamped with a penny stamp, the contention being that it is in the nature of an order for payment of money; but if in the form of an authority to the vendor's solicitor to receive the purchase money, it is contended that it is in the nature of a power of attorney, and should consequently be stamped with a 10s. stamp."

### DIVORCE.

A TREATISE OF MARRIAGE AND DIVORCE: WITH THE PRACTICE AND PROCEDURE IN DIVORCE AND MATRIMONIAL CAUSES, &c. By W. ERNST, Judge of District Courts, Jamaica. William Ridgway; Stevens & Haynes.

Mr. Ernst's book is practical in character. He does not offer much in the way of original speculation or suggestion. Thus he dismisses the question in *Sottomayor v. De Barros* (26 W. R. 455, L. R. 3 P. D. 1) with the observation that "this decision rests upon the principle laid down in *Brook v. Brook*, and is to be distinguished from *Simonin v. Mallac*, inasmuch as in that case the forms only, and in this the essentials of the marriage law, were violated." No doubt, however, Mr. Ernst had not before him the subsequent judgment of Sir James Hannen (27 W. R. 917). Mr. Ernst's book will, however, we think, be useful to the practitioner. It is constructed on the plan of first stating the proposition to be supported, and then giving a more or less elaborate digest of the cases, with occasional extracts from the judgments, selected, so far as we have observed, with considerable discretion. The scope of the book covers the whole subject of the marriage laws of England, the practice in suits for dissolution, judicial separation, and restitution of conjugal rights; provision for the wife, settlements and custody of children, new trials and



appeals, and the procedure under the Legitimacy Declaration Act. An appendix gives the statutes, rules, forms, and table of fees, in full.

## General Correspondence.

### THE SUMMARY JURISDICTION ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—I am directed by Mr. Secretary Cross to acquaint you of an error which has been pointed out to him in the printing of the loose forms 17 and 18, under the Summary Jurisdiction Act.

In the last line but six and the last line but five, the words "defendants" and "defendant," should be "informants" and "informant"; and I am to inform you that the printers have been instructed to correct these errors accordingly.

Whitehall, Jan. 27.

GODFREY LUSHINGTON.

### THE PROVISIO FOR RE-ENTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—With reference to your article on this subject, in last week's SOLICITORS' JOURNAL, you may perhaps be unaware that the suggestion in the concluding part of it, as to the qualification of the right of re-entry, has been already adopted in some of the London building leases.

I have now before me two building leases of property at the West End, in each of which the proviso for re-entry, upon breach of covenant other than the covenant for payment of rent, comes into force only if the "act or omission constituting such breach, &c., shall be persevered in for the space of twenty-one days after notice in writing."

I am very glad you have taken up the subject, which is, I think, one well worthy of discussion in your columns.

ERNEST E. LAKE.

Jan. 26.

[To the Editor of the Solicitors' Journal.]

Sir,—Having read your interesting article in last week's JOURNAL, entitled, "Should the Proviso for Re-entry be Qualified?" I send at foot a form of proviso with a clause qualifying the effect of it, which is extracted from a lease granted by the trustees of a charity owning considerable house property in London. It appears to be pretty nearly the form of clause recommended in the last sentence of your article, except that it contains no alternative for making compensation to the lessor for any breach which cannot otherwise be made good.

Jan. 27.

T. E.

(FORM OF PROVISO.)

"Provided always, and it is hereby agreed and declared, that if and whenever any part of the rent hereby reserved shall be in arrear for twenty-eight days, whether the same shall have been legally demanded or not, or if and whenever the lessee shall assign the premises hereby demised or any part thereof without such licence as aforesaid, or if and whenever there shall be a breach of any of the covenants by the lessee herein contained, the lessors may re-enter upon any part of the premises in the name of the whole, and thereupon the said term shall absolutely determine. Provided, nevertheless, that except for non-payment of rent within twenty-eight days as aforesaid, or for assignment of the premises, or any part thereof, without such licence as aforesaid, or for a breach of covenant committed or suffered after notice in writing of an intention to re-enter for the same, as hereinafter mentioned, the power of re-entry hereinbefore contained

shall not be exercised unless and until the lessors or their agents or surveyor shall have given to the lessee, or left on some part of the premises, a notice in writing of the intention to re-enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made, and default shall have been made by the lessee for three calendar months after the giving or leaving of such notice in repairing every such breach and in performing and observing every covenant referred to in such notice."

[The qualification we suggested is adopted in many leases and is to be found in at least one collection of precedents. The only original point in our suggestion was that it should be annexed by Act of Parliament to all leases containing provisos for re-entry.—Ed. S. J.]

## Cases of the Week.

LAND DRAINAGE ACT, 1861—NOTICE AS TO DRAINAGE WORKS—APPLICATION TO JUSTICES—INJUNCTION—PROHIBITION—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8.—In the case of *Hedley v. Bates* before the Master of the Rolls, on the 23rd inst., a question arose as to the construction of the Land Drainage Act, 1861, and as to the power of the court to restrain the justices in petty sessions from proceeding under it. By the above Act, if a landowner desires to drain his land, or execute other improvements, he may apply to the adjoining landowner for leave to make such drains or improvements; such application must be by notice in writing to be served in due course, stating the nature of the drains or improvements, and accompanied by a map delineating the proposed drains, and must state the compensation the applicant proposes to pay. If the adjoining landowner does not express his assent within a month, the landowner may apply to justices in petty sessions, and the justices may decide whether any injury will be caused by the proposed drains, and whether such injury is capable of being compensated for by money. If the justices decide any injury will be done capable of compensation, they may assess the compensation, and on payment thereof the applicant may proceed to make the drains. The defendant had given the plaintiffs a notice under the Act that he proposed to do the drainage works specified in the notice, shown on the accompanying plan, and that he proposed to pay the plaintiffs compensation according to the provisions of the Act. The plaintiffs on receipt of the notice moved to restrain the defendant from proceeding under his notice, on the ground that the notice was bad. On the part of the defendant it was submitted that the court had no jurisdiction to interfere, inasmuch as a competent tribunal was pointed out in the Act, having jurisdiction in the matter. JESSEL, M.R., was of opinion that the notice was not in accordance with the Act. Amongst other objections, it was not an application for leave to make the drains, and the accompanying map did not sufficiently delineate the length, width, and depth of the drains. As to the question whether he ought to interfere by injunction, he said that, as there was a question as to trespass also raised in the case, and as the object of the Judicature Act was to allow one court to decide all matters in dispute between the same parties relating to the same subject-matter, he considered, if he could properly decide the point as to the validity of the notice in this action, he ought to do so. Although the justices had jurisdiction in the matter, they had not an exclusive jurisdiction; and, being an inferior tribunal, any person might apply to a superior court for a prohibition, and, since the Judicature Act, every court had now the power to grant a prohibition. The writ of prohibition being only directed to the court was not such an effective remedy as an injunction, which acted as between the parties. He thought this a case in which it would, within the meaning of section 25 of the Judicature Act, be "just and convenient" to grant an injunction. He was not, by any means, prepared to say that the justices would have jurisdiction to decide as to the validity of the notice. Most difficult questions might arise as to the meaning of the word "owner," as to service of the notice, and in fact they might be called upon to decide disputed ques-



tions of title. According to his view of the Act, all that the justices could decide was the fact of any injury, and also as to the compensation payable. He should, therefore, grant an injunction to restrain the defendant from proceeding upon his notice, and the costs would be the plaintiffs' costs, in any event.

**PRACTICE—PARTIES—THIRD-PARTY NOTICE—DETERMINATION OF QUESTION BETWEEN THIRD-PARTY AND ORIGINAL DEFENDANT—JUDICATURE ACT, 1873, s. 24, SUB-SECTION 3—ORD. 16, RR. 17, 18, 19, 20, 21.**—In a case of *The Carlsburn*, before the Court of Appeal on the 26th inst., a question arose as to the effect of a third party notice, and the power of the court to determine a question between the third party and the original defendant. A ship called *The Slavia* was run into and damaged by another ship called *The Carlsburn*, which was then being towed by a tug called *The Leader*. The action was brought by the owners of *The Slavia* against the owners of *The Carlsburn*. The plaintiffs alleged that the collision was occasioned by the neglect of *The Carlsburn* and *The Leader*, or one of them, and claimed damages from the owners of *The Carlsburn*. The statement of claim was delivered on the 14th of June, and on the 18th of June the defendants, in pursuance of leave previously given by the judge, served a third-party notice on the owner of *The Leader*, with a copy of the plaintiffs' statement of claim. This notice stated the nature of the action, and that "the defendants claim to be indemnified by you against liability in respect of the said alleged damage, on the ground that the liability of *The Carlsburn*, in respect of the alleged damage, if any, arises from the negligence and improper navigation of the master and crew of the tug *Leader*, in tow of which *The Carlsburn* was. And take notice that, if you wish to dispute the plaintiffs' claim in this action as against *The Carlsburn* or the defendants, you must cause an appearance to be entered for you within eight days after service of this notice. In default of your so appearing, you will not be entitled in any future proceeding between the defendants and yourself to dispute the validity of the judgment in this action, whether obtained by consent or otherwise." On the 25th of June the owners of *The Leader* entered an appearance, and on the 28th of June the owners of *The Carlsburn* applied to Sir R. Phillimore to give directions as to the mode of having the question in the action determined, and the following order was then made:—"The judge, having heard counsel for the plaintiffs and the defendants, owners of *The Carlsburn*, ordered that Andrew Bain, owner of the steam-tug *Leader*, be at liberty to appear and defend, being bound as between him and the said defendants by any decision the court may come to in this action as to the cause of the collision." On the 19th of July, the owner of *The Leader* delivered to the plaintiffs a statement of defence, by which he alleged that *The Carlsburn*, though previously directed to do so, neglected to follow *The Leader* round the stern of a barque anchored near *The Slavia*, and ultimately came into collision with *The Slavia*, notwithstanding that those on board *The Leader* did all they could to bring *The Carlsburn* round, and that the collision was not caused by any default on the part of *The Leader*, but by the neglect or default of those on board *The Slavia*. On the 30th of July, the plaintiffs gave notice of trial to the owners of *The Carlsburn* and the owner of *The Leader*. The action was tried on the 6th of August. The owners of *The Carlsburn* did not appear. Witnesses were examined, and the following judgment was given:—"The judge, having heard counsel for the plaintiffs and for the owner of *The Leader*, pronounced the collision in question in this action to have been occasioned solely by the fault or default of the master and crew of the vessel *Carlsburn*, and for the damage proceeded for, and condemned the owners of *The Carlsburn* and their bail in the damages and in costs. The judge further pronounced that the defendants, the owners of *The Carlsburn*, were not entitled to any contribution or indemnity against the owner of *The Leader* in respect of the said damages or costs, and he condemned the said defendants and their bail in the costs incurred by the co-defendant." Afterwards, the owners of *The Carlsburn* applied to the judge, by motion, that so much of the judgment in the action as declared that the owners of *The Carlsburn* were not entitled to any contribution or indemnity against the owner of *The Leader*, or decided anything as between them and the owner of *The Leader*, or gave

directions consequential upon such declaration or decision, might be struck out. On the 18th of November, the Judge refused this application. The plaintiffs did not appear on the hearing of the motion, notice of it having been given only to the owner of *The Leader*. The Court of Appeal (JAMES, BAGGALLAY, and COTTON, L.J.J.) held that so much of the judgment as pronounced that the owners of *The Carlsburn* were not entitled to any contribution or indemnity against the owner of *The Leader* must be struck out, as being a question not properly before the court for determination. JAMES, L.J., who delivered the judgment of the court, said that no *litis contestatio* had been established, no issue had been joined, and no trial had been had between the owners of *The Carlsburn* and the owner of the tug, and, therefore, any adjudication as between them was erroneous—was in truth *coram non iudice*. The notice served on the owner of the tug evidently pointed at some future proceeding which might be taken by the owners of *The Carlsburn* against him, on the ground that, if the plaintiffs succeeded in the action, their success would be due to some fault on the part of the tug. But there was nothing in the notice amounting to a claim against the owner of the tug by virtue of which the owners of *The Carlsburn* could have obtained a judgment against him in the action. There was nothing equivalent to an action by the owners of *The Carlsburn* against the owner of the tug, and nothing which could have entitled the court to give a judgment in favour of the owners of *The Carlsburn* against the owner of the tug. And, if they could not have obtained a judgment against him, it seemed to follow that he could not obtain a judgment against them. So the matter stood upon the notice alone. Then came the order of the 28th of June, which was probably intended to put the matter in train for investigation, not only as between the plaintiffs and the defendants, but as between the two defendants themselves. But that order did not do that which it was quite competent for the court to have done—viz., direct the owners of *The Carlsburn* to bring in a claim by virtue of which, after the case had been disposed of as between the plaintiff and the defendants, any question arising between the defendants might have been put in train for decision. The plaintiffs were, of course, entitled to have their case decided before any question between the defendants was dealt with. Therefore, so much of the judgment as decided that the owners of *The Carlsburn* were not entitled to any contribution or indemnity against the owner of the tug must be struck out. It had been contended that the court ought to strike out also that part of the judgment which decided that the collision had been occasioned solely by the fault or default of the master and crew of *The Carlsburn*. Their lordships, however, thought that they were not now in a condition to interfere with that part of the judgment. It was a finding as between the plaintiffs and the defendants, and was the finding upon which the judgment against *The Carlsburn* was based, the finding in consequence of which the plaintiffs were entitled to recover against *The Carlsburn*. Any interference with it in the absence of the plaintiffs would be a proceeding *coram non iudice*. If the finding as to the cause of the collision were struck out, there would be nothing to bind the owner of *The Leader* at all, for that was the only thing by which he was to be bound. There might have been some difficulty in dealing with the case in the absence of any regular notice of appeal from the judgment, but the parties had not desired to raise this objection. His lordship added that it was very desirable that the order made in such cases should be so framed as to put the matter in proper train for decision as between the defendants and the third party; and BAGGALLAY, L.J., said that as at present advised, he was of opinion that the court had full jurisdiction to decide the question between the defendants and the owner of the tug, either by directing the pleadings to be amended, or by giving directions for the trial of the question after the trial of the question between the plaintiffs and the defendants. This observation seems in some degree to conflict with what was said by Mellish, L.J., in *Treleven v. Bray* (24 W. R. 198, 20 SOLICITORS JOURNAL, 112.)

**COMPOSITION RESOLUTIONS—VACATING REGISTRATION—FRAUD—INACCURATE STATEMENT OF AFFAIRS—BANKRUPTCY ACT, 1869, ss. 126, 127.**—In a case of *Ex parte White*, before the Court of Appeal on the 22nd inst., an application was made to vacate the registration of composition resolu-

tions, on the ground that they were based on a fraudulent and misleading statement of the debtor's affairs. The debtor had filed a liquidation petition on the 24th of July, and the statement subsequently produced by him to the first meeting of his creditors purported to be a statement of his affairs on the 24th of July. It showed that his debts were £2,643, and that his assets were £461. He proposed to pay a composition of 4s. in the pound, in addition to the costs of the proceedings, and this offer was accepted by the proper majority of the creditors. The resolutions were confirmed at the second meeting, and were registered. Afterwards a dissentient creditor applied to the court to vacate the registration on the ground of fraud. Among the assets mentioned in the debtor's statement was "cash in hand, £120." This purported to be the balance standing to his credit at his bankers. The evidence showed that the statement had been drawn up on the 23rd of July, and that the £120 had been arrived at by adding to the balance shown by the banker's pass-book, when last made up, sums subsequently paid in, and deducting from that balance cheques which had been subsequently drawn. During the 23rd of July payments to the amount of £233 were made to the credit of the account with the bankers, but no mention was made of the £233 in the statement of affairs. Moreover, of the cheques, the amount of which had been deducted in arriving at the £120, one for £70 had been cashed by the debtor himself, and had been used for the purposes of his business, and another for £50 had been deposited with his solicitor to provide for the costs of the liquidation proceedings. Moreover, the debtor had omitted from his statement a debt of over £135, which was due to him for goods supplied, though it was not immediately payable, and had set down another debt as bad, in respect of which the person who owed it had agreed to pay a composition of 10s. in the pound, which payment was afterwards made. Mr. Registrar Brougham was of opinion that no fraudulent intent had been proved, and refused to cancel the registration; but the Court of Appeal (JAMES, BAGGALLAY and COTTON, L.JJ.) held that there had been a fraud within the meaning of section 127, and that the resolutions could not stand. They said that one of the conditions imposed by section 126 upon the power of the majority of the creditors to bind the dissentient minority, was that the debtor should produce to the meetings a statement showing the whole of his assets and debts, and this must be a full, fair, and honest statement. The utmost good faith must be observed, and if this condition was not complied with, even a single dissentient creditor had a right to insist that he was not bound by the resolutions. In the present case the debtor had omitted a material part of his assets. COTTON, L.J., said that, even if the statement of affairs had been misleading, but the debtor had given a full explanation at the meeting, it would have been a serious question whether it could have been said that there had been a fraud. But no such explanation had been given in this case.

**PARTNERS—BANKRUPTCY—JOINT AND SEPARATE ESTATE—DEATH OF PARTNER—CONTINUATION OF BUSINESS—ALTERATION OF ESTATE.**—On the 22nd inst. the Court of Appeal (JAMES BAGGALLAY, and COTTON, L.JJ.), affirmed the decision of BAILEY, C.J., in the case of *In re Mellor* (28 W. R. 186, L.R. 12 Ch. D. 917). A father and son had carried on business in partnership together. In November, 1875, the father died. By his will he appointed his widow, his son, and his son-in-law executors; and he devised and bequeathed to them as his trustees all his estate, real and personal, upon certain trusts, and he directed his trustees, at their discretion, either to wind up and dispose of, or to continue, either alone or in conjunction with any person or persons, any business in which he might be engaged at his death. And he empowered his trustees, at their discretion, to employ the capital employed in any business which they might continue to carry on in carrying on such business, and to employ in such business any money part of his general estate. All the three executors proved the will. Soon after the death of the testator, the widow and the son agreed verbally to carry on the business as before, subject to the provisions of the will; and they carried it on in the name of the old firm until November, 1877, when they filed a liquidation petition. The son-in-law (who was the third executor) took no part

in carrying on the business, though he was aware of its being continued. In the liquidation, the question arose whether the unpaid creditors of the old partnership were entitled to some assets of that partnership which still remained *in specie*. The judge of the County Court decided that these assets belonged to the creditors of the new partnership. The Chief Judge reversed this decision, and held that the assets in question belonged to the creditors of the old partnership; and this decision was affirmed by the Court of Appeal, on the ground that the business had been carried on in a way which was not authorized by the testator's will. He had authorized his trustees to carry it on, whereas it had been carried on by only two of them. If any bargain had been made that the assets of the old partnership should become assets of the new one, it was an ineffectual bargain, because it had been entered into by persons who were not authorized to make it. The case was really governed by *Ex parte Morley* (21 W. R. 940, L. R. 8 Ch. 1026). Another point raised was this, that as the creditors of the old partnership knew of the carrying on of the business by the new partnership, the assets in question must be taken to have been in the order and disposition of the new partnership, with the consent of their true owners, the old creditors; reliance being placed for this purpose on the decision of Vice-Chancellor Malins in *Kitchin v. Ibbetson* (22 W. R. 68, L. R. 17 Eq. 46). The court, however, held that there was no foundation for this argument, and said that, if there had been anything in the point, it would have been raised in *Ex parte Morley*.

**PRACTICE—EFFECT OF DISCONTINUANCE OF ACTION AFTER NOTICE OF APPEAL—COSTS—ORDER 23.**—In a case of *Conybeare v. Lewis*, before the Court of Appeal on the 28th inst., the plaintiff had served notice of appeal from the refusal of Malins, V.C., to grant an interlocutory injunction. After the appeal had been set down, the plaintiff gave notice to the defendants that he had discontinued the action. The appeal was not removed from the list, and it came into the paper for hearing in its turn. When it was called on, the defendants insisted that they were entitled to have the costs of the appeal disposed of. JESSEL, M.R., said that the discontinuance of the action amounted to a withdrawal of the appeal, and the court could make no order upon it. The costs must be dealt with by the taxing master.

**WILL—CONSTRUCTION—SPECIFIC BEQUEST SUBJECT TO PAYMENT OF DEBTS—LIABILITY TO COVENANTS IN LEASE COMPRISED IN RESIDUARY GIFT.**—In a case of *Hawkins v. Hawkins*, before the Court of Appeal, on the 28th inst., a testator had made a specific bequest of money and stock, after payment thereof of his lawful debts. And he gave the residue of his property to another person. The residue included a leasehold house, and the question arose whether the testator's liability at the time of his death in respect of dilapidations of the house and his liability in respect of future rent were debts which must be paid out of the specifically bequeathed property, or whether the residuary legatee took the lease *cum onere*. Malins, V.C., held that these liabilities must be discharged out of the specifically bequeathed property. The Court of Appeal (JESSEL, M.R., and BAGGALLAY and COTTON, L.JJ.), held that the residuary legatee must take the lease *cum onere*, and that he was only entitled to have the rent accrued due up to the time of the testator's death discharged out of the specifically bequeathed property. JESSEL, M.R., said that in some cases the word "debt" had been held to include a liability, but it had never been so held as between a specific and a residuary legatee.

**GUARANTEE—CONSTRUCTION—DETERMINATION—DEATH OF GUARANTOR—CONTRACT FOR BENEFIT OF THIRD PARTY—RIGHT TO SUE—MEASURE OF DAMAGES—FIDUCIARY RELATION.**—In a case of *Lloyds v. Harper*, before Fry, J., on the 24th inst., a question arose upon the construction of a guarantee. There was also a question whether the guarantee had been determined by the death of the guarantor, and a further question as to the right of the plaintiffs to maintain the action, on the ground that one of them had sustained only nominal damages, and the other was a stranger to the contract. In the year 1863 a father signed the following letter, addressed to the committee of the voluntary association, known as Lloyd's:—"My son R.

being a candidate for admission to Lloyd's as an underwriting member, I beg to tender my guarantee on his behalf, and to hereby hold myself responsible for all his engagements in that capacity." The committee accepted this guarantee, and admitted the son as an underwriting member. He continued to underwrite policies in that character until the year 1878, when he stopped payment, and thereupon, under the provisions of the rules, ceased to be a member. The father died in 1876. In 1871 the voluntary association was incorporated by Act of Parliament, under the name of Lloyd's, and all the rights of the committee were vested in the corporation. In 1879 the corporation brought the action against the executors of the father, to enforce the guarantee against his estate, joining with themselves, as co-plaintiffs, a firm of insurance brokers, not members of Lloyd's, to whom the son was, at the time of his stoppage, indebted on a balance of account in respect of policies underwritten by him since his father's death. The plaintiffs claimed payment out of the father's estate of the sum due to the brokers, and also that the persons entitled to the benefit of the guarantee and the amounts due to them respectively might be ascertained, and that the defendants might be ordered to pay out of the testator's estate the sums so found due. On behalf of the defendants, it was urged that the guarantee did not extend to engagements contracted by the son on policies entered into with persons who were not members of Lloyd's, and that the guarantee was determined by the testator's death, or, at any rate, from the time when notice of his death was given to Lloyd's—that is to say, that from the time of his death, or, at any rate, from the time of the notice, his estate could not be made liable on the guarantee in respect of any policies underwritten by the son after the father's death. It was also urged that the corporation could not recover more than nominal damages, inasmuch as they were not liable upon any of the policies underwritten by the son, and that the co-plaintiffs were not entitled to maintain the action because they were strangers to the contract. Fry, J., held that the guarantee extended to all the engagements of the son as a member of Lloyd's, whether entered into with members of Lloyd's or with outsiders, and that it was not determined by the father's death, but continued in operation so long as the son continued to enter into engagements as a member of Lloyd's. His lordship also held that the committee of Lloyd's had received the guarantee for the benefit of all the persons with whom the son should enter into engagements as a member of Lloyd's. The committee therefore, and the corporation their successors, were quasi-trustees for all those persons; and in that character the corporation were entitled to maintain the action. His lordship accordingly gave judgment for the plaintiffs in substance according to their claim. But he added that on the last point he desired to look further into the authorities, and that he would mention the case again if he saw any reason to change his view.

**PRACTICE—APPEAL—FINAL OR INTERLOCUTORY LIST.**—In a case of *The Attorney-General v. Tomline*, before the Court of Appeal on the 28th inst., the appeal was from an order of Fry, J., refusing to vary the chief clerk's certificate as to the amount of the damages to be paid by the defendant to the plaintiff. The action was brought to restrain the defendant from digging for coprolites in some land which was vested in the Secretary of State for War for military purposes. Fry, J., at the trial granted an injunction, and directed an inquiry as to damages. The defendant took out a summons to vary the chief clerk's certificate. JESSEL, M.R., said that this was really an appeal from a final order, and it ought not to have been set down in the interlocutory list.

## Societies.

### WOLVERHAMPTON LAW ASSOCIATION.

The annual meeting of the Wolverhampton Law Association was held on Monday week, in the large room of the Law Library, Darlington-street, Mr. HORATIO BREVITT, the president for the past year, in the chair. Among those present were Messrs. H. H. Fowler, E. H. Thorne, John Riley, C. B. Smith, Thomas Walker, J. W. Stirk, H. C. Owen, George W. Walker, S. W. Page, &c.

A report of the last year's proceedings was presented by the committee, together with the balance-sheet of the treasurer, and these documents showed that during the past year the association had done good work, and was now in a flourishing condition.

Mr. J. W. Stirk was elected president, and Mr. H. C. Owen vice-president, for the ensuing year; and Messrs. C. B. Smith and S. W. Page were re-elected secretary and treasurer respectively.

A committee having been appointed, the usual complimentary votes were passed to the officers for the past year, and the proceedings terminated.

In the evening, the annual dinner took place at the Star and Garter Hotel, under the presidency of Mr. J. W. Stirk, the newly-elected president, Mr. Herbert C. Owen being in the vice-chair. Mr. W. D. Griffith (county court judge) was also present, and letters were read from Mr. J. J. Powell, Q.C. (recorder), Mr. R. A. Kettle, and Mr. Haden Corsar (deputy stipendiary), regretting their inability to attend. "The Queen" was the only toast proposed.

## Law Student's Journal.

### COUNCIL OF LEGAL EDUCATION.

EASTER EXAMINATION, 1880.

*Examination of Candidates for Pass Certificates.*

The attention of students is requested to the following rules:—

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects—viz., (1) Roman law; (2) The law of real and personal property; (3) Common law; and (4) Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman law at any time after having kept four terms.

An examination will be held in March next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Monday, the 1st day of March next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the bar; or whether he is merely desirous of passing the examination in Roman law under the above-stated rule.

The examination will commence on Tuesday, the 16th day of March next, and will be continued on the Wednesday, Thursday, and Friday following.

It will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Tuesday morning, March 16, at ten until one, on the law of real and personal property; Wednesday morning, March 17, at ten until one, on common law; Thursday morning, March 18, at ten until one, on equity; Friday morning, March 19, at ten until one, on Roman law; Friday afternoon March 19, at two until five, on constitutional law and legal history.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

**NOTE.**—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

The examiner in the law of real and personal property will examine in the following subjects:—The creation, devolution, and disposition *inter vivos*, and by will, of estates, and interests in and powers over real and personal property, including estates and interests, by way of statu-



tory use, and of trust. Candidates will be examined in the elements of the foregoing subjects.

The examiner in common law will examine in the following subjects:—(1) The law of contracts; (2) The law of torts; (3) Criminal law; (4) The procedure in the common law divisions of the High Court of Justice. Candidates will be examined on general and elementary principles of law.

The examiner in equity will examine in the following subjects:—(1) Trusts; (2) Specific performance. Candidates will be examined in the above-mentioned subjects.

The examiners in Roman law will examine in the Institutes of Justinian, books 1 and 2; book 3, title 13, to the end of the book; book 4, titles 1 to 5 inclusive.

The examiners in constitutional law and legal history will examine in the following books and subjects:—(1) Stubbs' Constitutional History of England; (2) Hallam's Constitutional History; (3) Broom's Constitutional Law. Candidates will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

#### TRINITY EXAMINATION, 1880.

##### *Examination of Candidates for Studentships, Honours, and Pass Certificates.*

The attention of students is requested to the following rules:—

As an encouragement to students to study jurisprudence and Roman law, twelve studentships of one hundred guineas each shall be established, and divided equally into two classes; the first class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the second class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the council, on the recommendation of the committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best examination in both jurisprudence and Roman law. But the committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as in their opinion not to justify such recommendation.

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects:—viz., (1) Roman law; (2) The law of real and personal property; (3) Common law; and (4) Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman law at any time after having kept four terms.

An examination will be held in May next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Friday, the 23rd day of April next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, or honours, or of obtaining a certificate preliminary to a call to the bar, or whether he is merely desirous of passing the examination in Roman law under the above-stated rule.

The examination will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Friday and Saturday, May 7 and 8, at ten until one, and from two until five on each day, the examination of candidates for studentships in jurisprudence and Roman law.

The examination of candidates for honours and pass certificates will take place as follows:—Monday morning, May 10, at ten, on real and personal property law; Tuesday morning, May 11, at ten, on common law; Wednesday morning, May 12, at ten, on equity; Thursday morning, May 13, at ten, on jurisprudence and Roman law; Thursday afternoon, May 13, at two, on constitutional law and legal history.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

#### *Jurisprudence, International Law, and Roman Law.*

Candidates for the studentships will be examined in all the following subjects:—(1) Institutes of Gaius and Institutes of Justinian; (2) Digest 18, title 1, "De Contrahenda emptione." Digest 19, title 1, "De Actionibus empti et venditi"; (3) History of Roman law; (4) Principles of jurisprudence, with special reference to the writings of Bentham, Austin, and Maine; (5) Elements of international law; (6) Principles of private international law. Candidates for honours will be examined in subjects numbered 1, 3, 4, and 5. Candidates for a pass certificate will be examined in the Institutes of Justinian, books 1 and 2; book 3, title 13, to the end of the book; book 4, titles 1 to 5 inclusive.

The examiner in the law of real and personal property will examine in the following subjects:—The creation, devolution, and disposition *inter vivos*, and by will, of estates, and interests in and powers over real and personal property, including estates and interests, by way of statutory use, and of trust. Candidates for a pass certificate will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The examiner in common law will examine in the following subjects:—(1) The law of contracts; (2) The law of torts; (3) Criminal law; (3) The procedure in the common law divisions of the High Court of Justice. Candidates for a pass certificate will be examined on general and elementary principles of law; and from candidates for honours the examiner will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

The examiner in equity will examine in the following subjects:—(1) Trusts; (2) Specific performance; (3) Partnership; (4) Mistake and accident. Candidates for honours will be examined in all the above-mentioned subjects. Candidates for a pass certificate in those numbered 1 and 2 only.

The examiners in constitutional law and legal history will examine in the following books and subjects:—(1) Stubbs' Constitutional History of England; (2) Hallam's Constitutional History; (3) Broom's Constitutional Law; (4) The Principle State Trials of the Stuart Period; (5) the concluding chapter of Blackstone's Commentaries, being that "On the Progress of the Laws of England." Candidates for honours will be examined in all the above-mentioned books and subjects; candidates for a pass certificate will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

By Order of the Council,

(Signed) S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's-inn Hall,  
January, 1880.

#### INCORPORATED LAW SOCIETY.

FINAL EXAMINATIONS, 1879.

##### *Special Prizes.*

Reardon Prize.—To Matthew Hyde, who from among the candidates during the year 1879, has shown himself best

acquainted with the theory, principles, and practice of the law, and attained honorary distinction, the council have awarded to him the prize founded by Miss Ellen Beardon in memory of the connection of her father, Mr. Daniel Beardon, of London, with the legal profession. Mr. Hyde served his clerkship to Mr. Joseph Soames, of Petersfield, Hants; and Mr. Francis Larkin Soames, of London; and obtained a prize in January, 1879.

**Timpron Martin Prize for Candidates from Liverpool.**—To Edward Joseph Algar, who from among the candidates from Liverpool in the year 1879 passed the best examination, and who attained honorary distinction, the council have awarded the prize, consisting of a gold medal, founded by Mr. Timpron Martin of Liverpool. Mr. Algar served his clerkship with Messrs. Hore, Monkhouse, & Hore, of Liverpool; and obtained a prize in April, 1879.

**Atkinson Prize for candidates from Liverpool or Preston.**—To Edward Joseph Algar, who from among the candidates from Liverpool or Preston in the year 1879 has shown himself best acquainted with the law of real property and the practice of conveyancing, has otherwise passed a satisfactory examination, and has attained honorary distinction, the council have awarded the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool. Mr. Algar served his clerkship with Messrs. Hore, Monkhouse, & Hore, of Liverpool; and obtained a prize in April, 1879.

**Broderip Prize for real property and conveyancing.**—Open to all candidates.—Henry Barber having, among the candidates in the year 1879, shown himself best acquainted with the law of real property and the practice of conveyancing, having passed a satisfactory examination, and having attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Barber served his clerkship with Mr. Samuel George Johnson, of Nottingham; and Messrs. Hughes, Hooker, & Buttanshaw, of London; and obtained a prize in January, 1879.

**Scott Scholarship.**—Open to all candidates.—Matthew Hyde being, in the opinion of the council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by Mr. John Scott, of Lincoln's-inn-fields, London. Mr. Hyde served his clerkship with Mr. Joseph Soames, of Petersfield, Hants; and Mr. Francis Larkin Soames, of London; and obtained a prize in January, 1879.

**Birmingham Law Society's Prize for candidates from Birmingham.**—The examiners also reported that among the candidates from Birmingham in the year 1879, Mr. James Hargreave passed the best examination, and obtained a certificate of merit in June of that year. Mr. Hargreave served his clerkship with Messrs. Johnson, Barclay, & Johnson, of Birmingham; and Messrs. Burton, Yeates, & Hart, of London.

**Heelis Prize for candidates from Manchester or Salford.**—To Thomas Rothwell Haslam, who from among the candidates from Manchester or Salford in the year 1879, passed the best examination, and who attended honorary distinction, the council have awarded the prize, consisting of a gold medal, founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Haslam served his clerkship with Messrs. Ramwell, Pennington, & Bradshaw, of Manchester and Bolton; and obtained a prize in June, 1879.

## UNIVERSITY OF LONDON.

1880.

### FIRST LL.B. EXAMINATION.

#### Examination for Honours.

#### JURISPRUDENCE AND ROMAN LAW.

##### First Class.

Hart, Isaac John—Private study  
Schreiner, Wm. Philip—Downing Coll., Camb. } Equal.  
Anderton, Francis Ince, M.A.—Lincoln's Inn.

##### Second Class.

Orme, Eliza—Private study.  
Amedroz, Henry Frederick—Private study } Equal.  
Bowen, Henry Storer, B.A.—Lincoln's-inn  
Watson, David Jouffroy—Private study.

### Third Class.

Duncan, James Archibald—Trinity College, Cambridge.  
Clarke, Edmund Wearne—Edinburgh University and private study and tuition.  
Greig, James William, B.A.—University College } Equal.  
Jones, Alfred Hawkins—Private study  
Piper, John Edwin—King's College and private study.  
Thompson, Joseph Marshall—St. Asaph Grammar School.  
Lawrence, Arthur Moss—University College } Equal.  
Spence, Thos. Edw. J.—Private study and tuition

### SECOND LL.B. EXAMINATION.

#### COMMON LAW AND EQUITY.

##### First Class.

Taylor, Edward (Scholarship)—Stonyhurst College and private study.  
White, James—Private study.  
Elkin, Benjamin Alexander—Private study.  
Juta, Henry Hubert—Private tuition.

##### Second Class.

White, Sidney, B.A.—Private study.

##### Third Class.

Bewes, Wyndham Anstis—Private study.  
Hazard, William Henry—Private tuition.  
Olding, William Herbert—Private study } Equal.  
Tillotson, Alfred—Private study

### LL.D. EXAMINATION.

Grigsby, William Ebenezer—Inner Temple.

## LAW STUDENTS' DEBATING SOCIETY.

The weekly meeting of this society was held at the Law Institution on Tuesday evening last, Mr. Barry occupying the chair. The subject selected for debate was the acquisition of Cyprus and the assumption of a Protectorate over Asia Minor. Mr. Prankerd opened the discussion in a speech attacking the policy of the Government. Mr. Ellis replied, and the debate was continued by Mr. Corrie B. Grant, Mr. Lloyd Jones, Mr. Bateman Napier, Mr. Hemsley, and Messrs. Wright and Neale. Mr. Grant replied for Mr. Prankerd, and the question was decided by a large majority in favour of the Government.

## UNITED LAW STUDENTS' SOCIETY.

At a meeting of the above society, held at the Law Institution on Monday, the 26th inst., Mr. W. Dowson in the chair, Mr. W. H. H. Kelke opened in the affirmative the following moot: "A railway company having acquired a length of land for the purpose of its line, an adjacent proprietor runs up a building on his land. Are the company entitled to put up a boarding on their land opposite this building, so as to prevent its owner from acquiring a continuous right to light and air across the line of the railway?"—*Norton v. London and North Western Railway* (23 W.R. 173). Messrs. Owen, Clarkson, and Quicke supported; Messrs. Ackland, Pickersgill, and Tillotson opposing. The question was decided in the affirmative by a majority of two.

At the weekly meeting at Clement's-inn Hall, Strand, on Wednesday, the 28th inst., Mr. B. T. Bartram in the chair, Mr. J. S. Leadam opened in the negative the question: "That the Ballot Act, upon its expiration, should not be renewed." Messrs. Bateman Napier, Clarkson, and Hodgkin supported; Messrs. Kelke, Robinson, Harvey, and Owen opposing. The motion on being put to the vote was negatived unanimously. On Wednesday next, at Clement's-inn Hall, the subject for discussion will be "That so long as the Irish seek to subvert existing laws, they are not entitled to relief at the hands of the English people."

## MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

The seventh meeting of the session of this society was held on Tuesday evening at the Law Library, Cross-street Chambers, when the chair was taken by Mr. M. Coventry, M.A., barrister-at-law. The minutes of the last meeting

having been read by the hon. secretary (Mr. T. W. Millar) and passed, the chairman called upon Mr. Hardman to open the debate in favour of the affirmative. The subject for discussion (which related to the attestation of bills of sale by a solicitor as between grantor and grantee) was as follows:—"Was the case of *Davis v. Goodman* (28 W. R. 150) an unsatisfactory decision?" Mr. Hardman was followed by Messrs. Butcher and Price. Mr. Hislop replied for the negative, and was followed by Messrs. Peacock, Welch, Rycroft, Rayner, Law, and Ellison. Mr. Hardman having replied, the chairman summed up, and the question having been put to the meeting, was decided in the negative by a majority of five votes. A vote of thanks to the chairman, proposed by Mr. J. C. Wilson, seconded by Mr. Hawkins, brought the meeting to a close.

#### WOLVERHAMPTON LAW STUDENTS' SOCIETY.

The fourth annual dinner of this society was held at the Star and Garter Hotel, Wolverhampton, on Thursday week. Mr. J. J. Powell, the recorder of the borough, presided.

The usual loyal toasts having been honoured, Mr. M. HYDE (Walsall) proposed "The Legal Profession."

In responding to this, Mr. HORATIO BREVITT said the toast included bench, bar, and solicitors. The judges of the land were in every way gentlemen befitting their high position; the members of the bar were the brethren of solicitors, although the latter were scarcely regarded as having the same social position. He thought, however, it rested in a great measure with the solicitors as a body to raise themselves to the same social standing. Solicitors could not be too careful in their choice of articulated clerks. It was not an unusual thing for a solicitor, on finding a clever clerk, to give him his articles, but the difficulty they had to contend with was that the men who got into the profession by a side wind were the very men who did the profession the most injury when they were admitted. They had an example of this in the unfortunate solicitor who was sentenced at Northampton on the previous day, but notwithstanding the regrettable character of Mr. Chidley's case, it was gratifying to hear Mr. Justice Stephen say that although the English solicitors as a body were the men who had the greatest trusts committed to their care, they were the men who most faithfully performed their duty. In this matter of maintaining the dignity of the profession, he believed the Law Students' Society was going the right way. The great thing was to raise the standard of the examinations held, as that would exclude many who otherwise would obtain admission into the profession. He was sorry to say they had had some peculiar legal importations into this town of late, and he was afraid there was no tax upon those importations, and there had been a great deal of dirty linen washed here recently which did not belong to the town. Certain people in this district had not been careful as to clerks whom they had articulated, and those clerks were now amongst them as solicitors. Whilst they recognized clerks as able and valuable servants it was no reason why they should put them too easily or too soon upon their own level, because if they did the clerks so admitted would soon get above the solicitors themselves, and do them a great deal of injury. He could not sit down without referring to the fact that the toast was proposed by a Clifford's-inn prize-man, and he was proud to think that this was not the first time they had had among the members of their society a winner of high honours.

The CHAIRMAN in proposing the toast of the evening, "The Wolverhampton Law Students' Society," after referring to the report of the society, discussed at some length the complaints as to the present system of the administration of the law. He thought the remedy lay in the abolition of assizes and the establishment of central or district courts for the trial of civil and criminal cases. He could conceive no valid reason why causes should be tried in London (when there were judges to try them) throughout the whole judicial year, but only twice a year, and that at unequal intervals, in the rest of the country. If district courts were established, it would be otherwise. As an illustration of what he meant, let them take Birmingham, a central place, and a convenient one around which to form a district. This district might include the counties of Stafford, Warwick, Salop, and Worcester. Other central

districts might be constituted in like manner round the chief cities or towns of the rest of the country. In these districts justice, both civil and criminal, might be administered continuously, as in London. He would not propose that the judges of the district should always sit in one place within it, but that they should sit periodically at the chief, or if more convenient, at some other city or town in each district. The juries from each county and city should be summoned to attend the courts, as they were now in London and in the country, though, as the courts would be held more frequently than at present, smaller panels would be sufficient. The recorder continued to say that he would require all venues to be local, but with the power of removal, upon sufficient cause, to London or some other district, and there should be, under proper restrictions, a power of appeal to the courts of appeal in London. He would associate with the chief judge of each district the county court judges and recorders and the chairmen and other representatives of the courts of quarter sessions. He would leave it optional with the parties in civil cases whether the trial should be by a judge alone or assisted by a jury, but he wished to say emphatically that in criminal cases, at any rate such as would be tried in a district court, he would abolish grand juries altogether. No person should be indicted for any offence for which the accused had not been committed for trial by a magistrate, and he could conceive scarcely anything more absurd than that after a case had been fully inquired into before magistrates, who had committed a man for trial, after they had heard his witnesses, if he had any, and his advocate and himself, that a body of gentlemen should be summoned, who could only hear the evidence for the prosecution, to say not whether the accused was guilty or innocent, but whether there was a *prima facie* case to call upon for an answer before a petty jury. It might be said that by these suggestions he was advocating only that an enlarged jurisdiction should be given to the county courts, but it was nothing of the kind. He would remit the county courts to their original jurisdiction as small debt courts, and he would abolish quarter sessions, and appoint such county court judges and recorders, as should be deemed competent for such appointments, for the office of chief judges of the districts. He might be asked, What would you do as respects advocacy? There had arisen a body of gentlemen who had of late years devoted themselves to advocacy in the county courts, and it would not be just or expedient to interfere with the rights they possessed. He thought that all gentlemen who were on the roll of advocates of any court should continue to act as such in all cases in which they now exercised that privilege, or, if they preferred to be called to the bar, that special facilities should be afforded to them for that purpose. This brought him to a subject which he knew was of considerable interest to them, and which he understood, they had discussed on previous occasions. Many persons thought that solicitors should practise also as advocates, if they thought fit, without restriction. He must be pardoned if upon this subject he spoke freely, and the more so because he only spoke suggestively and not dogmatically. He was strongly of opinion that it would not be for the interest of solicitors as a body, nor for the bar, and still less for the public interest, that such fusion of the two bodies should take place. As respected solicitors, they must remember that if solicitors were to act also as barristers, barristers must also be permitted to act as solicitors, and he doubted if that would result to the advantage of solicitors or of the public. How could a solicitor in large practice perform the duties of a barrister, or a barrister those of a solicitor? How could the solicitor waste hour after hour, and sometimes day after day, in the courts, as barristers were obliged to do waiting for their cases to come on, while clients were waiting at his office for that advice and assistance which was often urgently wanted and wanted immediately? And how could a barrister attend properly to a solicitor's part of the business in chambers when liable to be summoned at any moment, and for an indefinite period, to perform his duty in court as an advocate? And then as respected the interests of the public. It was clearly for the interest of suitors that there should be a numerous body of advocates from amongst whom they might select the one who appeared most fitting to conduct their cases. Thus, if a solicitor, who might be a very able



and learned man, though not a good advocate, was entitled to act in both capacities, would he not be tempted to do so; and if not, would he not associate himself with some other solicitor or some one barrister who would conduct his client's case for him, though there might be many others better qualified to do so? Under such a system barristers and solicitors would probably go into partnership, and practically, whether he liked it or not, whoever retained the one partner must be contented with the advocacy of the other. Again, there must be many cases in which it would be injurious to himself and to his clients for one solicitor to retain another as an advocate, and thus disclose his client's affairs to one who might also have clients interested in them, whereas no such difficulty could arise by retaining a barrister who could not in any way compete with him, or be interested in any other of his client's affairs than those laid before him. Let it be observed that by keeping up the present distinction between barristers and solicitors, a solicitor was not confined for life to what was professionally—but professionally only—an inferior rank in the profession. The bar was open to solicitors as to any one else, and also all its prizes. Not long ago there was a Lord Chancellor of England who had practised as a solicitor for many years, and at the present time he believed that no less than three out of the five judges of the Queen's Bench Division of the High Court of Justice had practised as solicitors. It was nonsense to suppose that a man's social status depended upon his professional rank. A cornet might be a peer, or the son of a peer, while his colonel might have risen from the ranks; and so in the law, happily, a man's social position depended, not so much upon whether he was a barrister or solicitor, as upon whether he was a gentleman. He feared a barrister might be a barrister without being a gentleman, and certainly a solicitor might be a gentleman of high social position without being a barrister, and when he considered the social position of many of the solicitors of this country, and the estimation in which they were deservedly held, to say nothing of the large rewards they had justly acquired by the honourable practice of their profession, he often felt inclined to point them out to young and patient aspirants at the bar who were still hoping without hope for the opportunity which never came, and which they must not seek—and say to them, "Go and follow the career of those gentlemen, and be as much respected and as well rewarded as they are."

In conclusion, the chairman referred to the educational institutions of the profession.

The toast was acknowledged by Messrs. W. H. Bott and A. J. Cheadle, the last-named referring with pleasure to the fact that after starting with only fifteen members in 1876, the society now numbered 101 members.

The VICE-CHAIRMAN proposed "The Committee and Officers of the Society," which was responded to by Mr. C. F. Andrews and Mr. T. H. Bayley.

Mr. R. J. LAWRENCE proposed the health of the chairman, and expressed a strong opinion in favour of the professions of barristers and solicitors being placed on an equal footing.

Other toasts followed.

At the annual general meeting of the society, held on Thursday week, Mr. R. J. Lawrence in the chair, there were present Messrs. C. F. Andrews, T. H. Bayley, A. H. Cheadle, E. T. Cresswell, W. A. Green, jun., A. M. Manby, H. S. Pratt, F. H. Sills, C. B. Smith (hon. secretary of the Wolverhampton Law Association), A. B. Smith, W. H. Underhill, and G. W. Walker. The report of the committee and treasurer for the past year having been read, it was resolved that the same be adopted and entered on the minutes. The following gentlemen were then elected on the committee for the ensuing year:—Messrs. H. P. Bagott, W. H. Bott, A. J. Cheadle, E. T. Cresswell, H. S. Pratt, A. B. Smith, and A. Whitehouse. Mr. H. S. Pratt was elected hon. secretary, Mr. A. J. Cheadle hon. treasurer, and Messrs. W. A. Green, jun., and A. B. Smith, hon. auditors. On the proposition of Mr. Lawrence a hearty vote of thanks was accorded to Mr. T. H. Bayley, the retiring secretary; to Mr. C. F. Andrews, the retiring treasurer; and to Messrs. A. J. Cheadle and W. A. Green, jun., the auditors, for their valuable services during the past year. A vote of thanks to the chairman brought the meeting to a close.

## CALLS TO THE BAR.

The undermentioned gentlemen were on Monday called to the bar:—

**INNER TEMPLE.**—Edward Townsend Candy; Samuel McCaul, B.C.L., M.A., Oxford; Robert Berkeley Butt, Dublin; Nathaniel Foderingham Briggs, B.A., Oxford; William Stewart Branker, Oxford; Hugh Edward Egerton, Oxford; Charles Fletcher d'Anyers Orred; William Clifford, B.A., Cambridge; John Blackburn, B.A., Oxford; the Hon. Edward Reginald Clement Villiers; Graham Tahourdin, B.A., Oxford; Edward Robert Portal, B.A., Oxford; Allen Cottrell Travis, B.A., Cambridge; Alexander Dundas Ogilvy Wedderburn, B.A., Oxford; Francis Hugh Irvine, B.A., Oxford; Edgar Caesar Foa (holder of a Pupil Scholarship in Common Law, awarded by the Inner Temple, February, 1879), B.A., Cambridge; Herbert Cavan-Ing, B.A., Cambridge; Henry Alfred Harding Goodridge, B.A., Cambridge; William Herbert Pardoe, LL.B., Cambridge; Archibald William Stirling, B.A., Oxford; Vernon Leslie Eden Miller, B.A., Cambridge; Charles Comber Arnold, B.A., Oxford; Sir Henneth Hagar Kemp, B.A., Cambridge; Charles Hyndman Jones; Arthur Williams (holder of a Pupil Scholarship in Equity, awarded by the Inner Temple, July, 1879), B.A., Cambridge; Henry Herbert Jute, LL.B., London; James Archibald Gordon Hamilton, B.A., Cambridge; Arthur Gustavus Sieveking, B.A., Cambridge; George Mason, B.A., Cambridge; Hugh Fenwick Boyd (holder of a Pupil Scholarship in Real Property, awarded by the Inner Temple, February, 1878); Joseph Powell, B.A., London; Felton George Randolph, B.A., Cambridge; Herbert Scott Gould Milnes; Henry Tyron Wing; Horace Woollaston Mockett; and William Morris Colles, B.A., Cambridge.

**MIDDLE TEMPLE.**—James Pickup, B.A., Christ's College, Cambridge; Joseph James Stansfield, B.A., University of London; Ernest William Radford, LL.B., Cambridge; James Wilson, M.A., Trinity College, Dublin; Thomas Anstey Guthrie, B.A., LL.B., Trinity Hall, Cambridge; John Francis Scully, London University; Torahiko Okamura; Frank Davies Thomas, LL.B., Trinity College, Cambridge; Charles Augustine Prideaux; William Thompson; John Joseph Brown; Vasudeo Krishnavao Shairyan, B.A., LL.B., Bombay University; Henry Milton, B.A., and Fellow Caius College, Cambridge.

The following scholarships awarded by the Masters of the Bench to students of the Middle Temple were announced in Hall—viz:—

**Common Law.**—One first-class Scholarship of 50 guineas to R. Douglas Broadfoot; and one second-class Scholarship of 20 guineas to Frederic Ledwick, of Queen's College, Galway.

**International Law.**—One first-class Scholarship of 50 guineas to Richard R. Cherry.

**Real and Personal Property.**—One first-class Scholarship of 50 guineas to Henry Hamilton Lawless, of Trinity College, Dublin; and one second-class Scholarship of 20 guineas to Charles T. Waters, B.A., University of Dublin.

**Roman Law.**—A studentship of 100 guineas for two years to William Edward Johnstone, of the Australian Bar; and a studentship of 100 guineas, for one year, to Simon John Fraser Macleod, of the University of London.

**LINCOLN'S INN.**—Thos. Simpson Jones, B.A., Cambridge; Arthur Capel, jun., B.A., Oxford; John Arthur Dakeyao Heaton, B.A., Cambridge; Francis Wm. Henstock, M.A., Cambridge; Oswald Henry Hardy, B.A., Oxford; Louis Perrin, B.A., Oxford; Fras. Alan Bower, B.A., Cambridge; Wilfred Leigh Pemberton, B.A., Oxford; Frederic John Church, B.A., Oxford; Archibald John Allen, B.A., Oxford; James Lysaght Finigan, M.P.; Vicary Gibbs, B.A., Oxford; William Scott Howell; Andrew Rae Banks, LL.M., Cambridge; John Lionel Pole; and Edgar Rossiter Simpson, B.A., Cambridge.

**GRAY'S INN.**—James Cranston; Hugh William Elcum, LL.B., London University; Edward Rundle Levey, and Theodore Le Gallais, M.A., Jesus College, Cambridge.

## MR. OSBORNE MORGAN ON LAND LAW REFORM.

MR. OSBORNE MORGAN has republished his recent essay in the *Fortnightly Review*, with considerable additions, as a pamphlet. Referring to the question of the removal of restraints on land coming into the market, he says the popular notion which used to find expression in working men's meetings and trades-union congresses, that the law of primogeniture is at the root of the evil, and that all that is wanted is that the land, like the money of a man dying without a will, should be divided amongst all his children, is based upon a partial misconception. That law, it may be observed, is rather the embodiment of the prevailing sentiment of the country than the cause of the concentration of land in a few hands. As a matter of fact, too, if Mr. Foster's Intestacy Bill were passed to-morrow, it would not affect one large family estate in a thousand, for the owners of such estates seldom or never get a chance of dying intestate. Indeed, this very fact makes the maintenance of the present law more unjustifiable, for its operation is practically confined to persons in the middle or lower middle classes of life, who have no ambition to found a family, and who, if they could be consulted as to the destination of their land, would almost certainly desire that it should go, like their personal estate, to the support of their wives and children. At the same time, as was shrewdly remarked by one of the speakers during the recent debate on that measure, we hardly know how much the habits of a nation are indirectly influenced by its laws, and it is at least possible that if Parliament were to make an inroad upon the present law of primogeniture, testators and settlers might gradually become inclined to follow the lead of the Legislature. The truth is, that in such matters law and custom act and re-act upon each other, and that you cannot change the one without insensibly affecting the other.

Another palliative of a different kind is that suggested by the president of the Incorporated Law Society, Mr. Tertius Lawrence, in the able and interesting address recently delivered by him at Cambridge. Mr. Lawrence, though disposed to take an optimistic view of our land laws, suggests several valuable reforms, the most important of which, perhaps, is that the Chancery Division should have power to order the sale of settled estates on the application of the tenant for life only. He further proposes that every settlement of land should be treated as giving the trustees by implication a full power to sell the land. But, as I have already pointed out, such powers are inserted in ninety-nine settlements out of a hundred, but at present with very little result; and it seems idle to create powers unless you can insure their exercise. For my part, I believe that a far more drastic remedy is required; but before discussing it seriously, it will be well to calculate the cost. In plain English, we cannot eat our cake and keep it. We cannot combine "free trade in land"—to use a somewhat inaccurate expression, but one which has acquired a popular and intelligible meaning—with that old doctrine about the sanctity of ancestral acres, which for centuries has been viewed as the groundwork of English aristocratic society. It will be for Parliament and the country to decide which of these two things they prefer to have, for it is certain they cannot have both.

When, however, people speak in a general way about "abolishing entails and settlements" it is important that we—or perhaps I should say that they themselves—should know exactly what they mean. For I need hardly point out that the two things which are thus somewhat unceremoniously bracketed together, raise two different questions. Indeed, the abolition of entails, strictly so called (if by this is meant the conversion of estates in fee tail into estates in fee simple), would be a very small measure indeed. It would simply involve the destruction of "base fees"; or, in popular language, would enable an expectant tenant in tail to do what, as I have already shown, a tenant in tail in possession can do now, that is, defeat the rights not only of his own issue but those of all other persons claiming subsequently to himself. This fact should be borne in mind by those who forget that the mischievous results of which they complain are due to custom rather than to law, and that the fetters which a landowner finds it hardest to bear or shake off are those which he has forged for himself.

When, however, we come to the abolition of settlements

we approach different and much more delicate ground. Nearly every marriage between persons possessed of property has hitherto been supposed to involve, at least on the part of the wife or her relatives, the execution of a settlement, and it is scarcely too much to say that to a good many people a proposal to abolish marriage settlements would be little less startling than a proposal to abolish marriage itself. Even "grandfathers" have their feelings, nor are fathers or husbands always to be trusted, and few country gentlemen would regard with complacency a measure of law reform which might, in certain eventualities, consign their daughters or their daughters' offspring to the workhouse or the streets.

A large proportion, too, of the wills which are made both by rich and poor, are really "settlements." Indeed, any provision, out of any kind of property, limited to take effect or to come to an end on the occurrence of a given event, whether by way of life estate, demise, or rent-charge, is in reality a "settlement;" and, as regards the question we are now discussing, it can make no difference whether such a provision takes the form of a jointure which swallows up three-fourths of the rents, or of a life interest which exhausts the whole. A law, therefore, which would permit no limitation of land, except in fee simple—for this is what the abolition of settlements pure and simple really means—would render it very difficult for a landowner to make a suitable provision for his family after death. Under such a law a country gentleman could not give a life interest or a jointure to his widow—he could not make a proper provision for the event of one or more of his children dying under age; he could certainly not protect his daughters or their issue against the rapacity or extravagance of an unprincipled or thriftless husband or father. It is easy to see that such a change, simple as it sounds, would amount to a social revolution. Its consequences would be absolutely incalculable. It would, unless extended to all kinds of property, introduce a fresh element of difference into the law of real and personal estate which every sensible law reformer desires to see assimilated as far as possible.\* It would certainly place a landed proprietor in a distinctly worse position than a merchant or professional man (who is allowed to tie up his consols or his railway stock for the benefit of his wife and family), and would thus constitute a new piece of class legislation quite opposed to the spirit of the time and the genius of true Liberalism. Indeed, it might indirectly tend to depreciate the value of land, for a father of a family, in view of his own death, or in contemplation of his daughter's marriage, might be tempted or forced to part with his land in order to make, out of the proceeds, a family provision which the law did not allow him to make out of the land itself.

Such a measure, moreover, would have to be either prospective only or retrospective also. If it were made prospective only, its operation would scarcely be felt for years to come. If it is to be retrospective, how are we to compensate or deal with the innumerable "vested interests" which would be confiscated under a measure of "disendowment" extending to more than half the kingdom, and affecting at least one family in every parish in England? This surely is an aspect of the question which deserves some little attention, though it is one which, as far as I know, has scarcely been noticed by any writer or speaker on the subject.

Of course I may be told that a beginning must be made somewhere, and that if the interests of the community demand an alteration in the law—and in this case I am far from saying that they do not—the inconvenience, or even the mischief, which it may inflict on particular individuals ought not to stand in the way of that alteration. Doubtless, too, objections may be urged against the settlement of land which do not apply to the settlement of stock or other personal property. It is no doubt true that the settlement of stock does not affect its saleable properties; nor would the withdrawal of a large quantity of that article from the market sensibly influence any particular area or locality. It is no less true that no considerations of public policy make it undesirable that stock should be indefinitely locked up during the life of a spendthrift or for the benefit of a

\* See some interesting remarks on the subject in the article on Real Property Law in the *Westminster Review* already referred to, p. 366 and at 397.

money lender. The ownership of stock confers no special privileges, involves no special duties, and necessitates no special outlay. Still, before we commit ourselves to a project which would give so violent a shock to the habits and feelings of a very large body of our countrymen, we ought to be certain not only that the evil is as great as it is represented to be, but that it admits of no other remedy. It is as well, too, to remember that the problem to be solved is, How to free the land and its proprietors from the fetters by which they are at present weighed down, without interfering more than is absolutely necessary with the family provisions which prudence or affection have hitherto dictated, and which from long usage have, in the eyes of a large body of Englishmen, become almost as obligatory as if they were enforced by law. In the meantime a measure which, if thoroughly carried out, would necessitate an entire reconstruction in the arrangements hitherto made in view of the two most important events which affect the human family—death and marriage—can scarcely, for the present at least, be regarded as coming "within the range of practical politics."

A sense of these objections to the total abolition of settlements of real estates—objections which will be ignored only by those whose main qualification to discuss the subject is that they know nothing of its practical difficulties—has induced many advanced law reformers to content themselves with a middle course. Treat land, they say, exactly like consols. Place the legal ownership, in other words the power to dispose of it, in some definite person or persons authorized to make a title to a purchaser or mortgagee, leaving the successive or co-ordinate rights of the beneficial owners to assume the form of equitable or trust estates, protected only by such safeguards as are found sufficient in the case of Government stock. Under a system, it is urged with some force, which would vest every acre in some person who could give a good title to it, the registration of titles would become not only practicable, but easy, and thus an important step would be gained towards the consummation so devoutly wished for by an important school of Liberal lawyers. My objection to the project, independently of the enormous difficulty of starting it,\* and of the opportunities which it would offer for fraudulent dealing with the land, is that while it seems to go very far it really would not go far enough. Experience has shown that in nine cases out of ten a sale is the last thing which a trustee with a power of sale think of; and the probabilities are that, if all the lands in England were vested in such trustees, the real succession to them would continue to devolve from one beneficial owner to another, just as if no trustee for sale existed. The proposed system would, moreover, perpetuate that distinction between legal and equitable estates, between fiduciary and beneficial ownership, which lies at the root of half the difficulties and complications which overlie our real property law.

But, if settlements cannot be abolished, to what extent can the power of settling property be restricted? Of the various suggestions which have been made on this subject, the most popular, perhaps, is the proposal to prohibit the giving of any interest in land to an unborn person. Such a measure would of course put an end, so far as it went, to marriage settlements in their present shape, though it would enable a parent to provide, either by deed or will, for his children, the moment they were born. But it is obvious that if this provision were made by an irrevocable instrument on the birth of a child, twenty-one years would still have to elapse before the property became alienable, while if it were made by a revocable instrument, such as a will,† the provision would really be no provision at all. Upon the whole I much prefer the plan embodied in a Bill which Mr. Shaw Lefevre introduced into the House of Commons in 1878, the main feature of which was to prohibit for the future all limitations of real and personal property to unborn persons, unless overridden by a power of appointment over the whole property given to the parent of such un-

born person a power almost invariably introduced into settlements of personality. The practical effect of this measure,\* which contains other important provisions, would be to give the parent the option in each case of saying to which of the children the property was to go, or in what proportion they were to share it. It would not indeed satisfy the demand for what is called "free land"—a demand which I propose to meet in another way—but it would bring settlements of land into harmony with settlements of personality, and would make the former, what the latter usually are now, a provision for the settlor's family and not a mere mode of ministering to his posthumous vanity. At the same time it would preserve intact that "paternal authority" which as Mr. Baxter points out, is now so much weakened by family arrangements which not only put the eldest son's interest out of the father's control, but place the two in a position of virtual antagonism to each other.

To sum up, I would begin by repealing the law of primogeniture. Its abolition would, it is true, in the case of large estates, have little or no operation. But, in the case of small ones, it would prevent some glaring, if not very frequent, instances of injustice. I would sweep away estates tail altogether. Such a measure, though not nearly so violent as is generally supposed, would be a step in the right direction. It would remove an important distinction between the law of real and personal property and a fruitful source of delay and expense in the investigation of titles.† I would prohibit all instruments and obligations tending in effect to perpetuity, such as very long leases and covenants, running, for an indefinite period, with the land. I would adopt, as the basis for future legislation on the subject of settlements, the principle of Mr. Shaw Lefevre's Bill. There could be no objection also to adopting Mr. Lawrence's proposal to give implied powers of sale, with the consent of the tenant for life, to trustees in the very rare cases in which such powers are not given by the settlement itself. To be of any value, however, such powers ought to be accompanied by provisions giving far greater latitude as to the re-investment and application of the sale-moneys. But the measure which, in my judgment, is most wanted to meet the urgent requirements of the present day is a measure giving to every person of full age and sound understanding entitled to the beneficial enjoyment of landed property for his own life, and to every person who either by actual assignment (as a purchaser or mortgagee) or by operation of law (as a trustee in bankruptcy or an execution creditor) is entitled to stand in his place, the right to sell the land out and out, subject only to two conditions—first, that the sale be an honest one; and secondly, that the purchase-money be secured and applied for the benefit of all persons interested in the land itself. The absence of these precautions would enable A. or his creditors to appropriate the property of B. C. and D. To insure their observance, it might be found necessary eventually to establish an English Landed Estates Court. But, in the first instance, I would allow any of the persons I have named to apply to the Chancery Division (in case of a large estate), or to the county court (in the case of a small one), to authorize the sale of the land. I would make it imperative on the court to grant such application subject only to two conditions: (1) That the price obtained was a fair one; (2) That the clear proceeds, after discharging all incumbrances on the fee, were either invested in approved securities in the names of the officer of the court or of trustees sanctioned by the court itself, and held for the benefit of the parties interested under the settlement, or were, in a proper case, employed in the improvement of the unsold lands subject to the same limitations. I believe it would be impossible to overrate the importance of such a change in the law, and, at the same time, I cannot see that, even if made retrospective,

\* The Bill, having the names of Mr. Shaw Lefevre, Mr. W. Beaumont, Mr. Osborne Morgan, Mr. Herschell, and Mr. (now Sir Julien) Goldsmid, was first introduced in the session of 1877, but has never reached a second reading. It prohibits the exercise of the power in question in favour of any child not born at the date of the appointment, or if made by deed, in favour of an infant, except on the infant's marriage.

† See as to this the evidence of Mr. Frere before the Select Committee of the House of Commons on Land Titles and Transfer. First Report, p. 51, et seq.

\* The history of the Land Transfer Act, 1875, forcibly illustrates these difficulties.

† Even if the provision were made by deed, instead of will, it would, unless the law were altered, be revocable; for being made on the birth of a child it would necessarily be post-nuptial and might, therefore, under the Statute of Elizabeth against fraudulent conveyances, be avoided by a subsequent conveyance from the settlor to a purchaser for valuable consideration. It is singular that this point should have excited so little attention.



it would inflict any real hardship upon any one. It would place the right to call for a sale, subject to reasonable safeguards, in the hands of the persons really interested in exercising it. It would set the land itself free. It would benefit the limited owner by increasing his income, or, as the case might be, by improving his unsold property; while the claims of all other interested persons would be either simply liquidated or transferred from the land to the purchase-money. Such a process, though clogged by conditions which reduce its value to a minimum, already exists, and is constantly put into motion, not only under the Settled Estates Acts, but in the case of lands taken by railway and other public companies, and I have never heard that it has caused any complaint or worked any injustice.

### Appointments, &c.

Mr. JOHN EDWARD BARKER, barrister, has been appointed Recorder of the Borough of Leeds, in succession to Mr. John Blossett Maule, Q.C., the new Director-General of Public Prosecutions. Mr. Barker is an M.A. of Exeter College, Oxford, and was called to the bar at the Inner Temple in Michaelmas Term, 1862. He is a member of the North-Eastern Circuit, practising locally at Leeds, and at the West Riding and Leeds Sessions.

Mr. GEORGE FREDERICK BLAKE, barrister, has been appointed Secretary to the Committee appointed by the Admiralty to inquire into the re-organization of the Royal Marines. Mr. Blake was called to the bar at the Middle Temple in Michaelmas Term, 1867. He is a major in the Royal Marines, and acting Deputy Judge Advocate.

Mr. HENRY BARRELL BRADLEY, solicitor, of Folkestone, as been elected Clerk to the Magistrates for that borough, in succession to Mr. Richard Hart, resigned. Mr. Bradley was admitted a solicitor in 1861.

Mr. WALTER PALMER FULLAGAR, solicitor (of the firm of Fullagar, Hulton, & Armitstead), of Bolton, has been appointed Under-Sheriff of Lancashire for the ensuing year. Mr. Fullagar is the son of the late Mr. Frank Fullagar, of Leicester, and he was admitted a solicitor in 1865.

Mr. HENRY JOHN LOWNDES GRAHAM, barrister, who has been appointed a Master in Lunacy, in succession to Mr. Francis Barlow, resigned, was educated at Balliol College, Oxford, where he graduated second class in *Literæ Humaniores* in 1864. He was called to the bar at the Inner Temple in Trinity Term, 1868, and is a member of the South-Eastern Circuit. He has been principal secretary to the Lord Chancellor since February, 1874.

Mr. WILLIAM HOUSMAN HIGGIN, Q.C., has been appointed by the Home Secretary to inquire into the alleged outrages committed by foreign fishermen upon British property in the North Sea. Mr. Higgin was called to the bar in Hilary Term, 1848, and is a member of the Northern Circuit. He became a Queen's Counsel in 1868, and he is a bencher of the Middle Temple, a magistrate for Lancashire, Cheshire, Manchester, and Salford, and chairman of quarter sessions for the Salford and West Derby Divisions.

Mr. SIMEON JACOBS, barrister, has been appointed a Puisne Judge of the Supreme Court of the Cape Colony. Mr. Jacobs was called to the bar at the Inner Temple in Michaelmas Term, 1852, having previously practised as a special pleader. He was for several years Attorney-General of British Kaffraria. He became Solicitor-General of the Cape Colony in 1866, and has since been twice in office as Attorney-General.

Mr. JAMES WITHERDEN MENPES, solicitor, of Maidstone, has been elected Clerk to the Maidstone School Board, in succession to Mr. Charles Alfred Case, who has resigned on being appointed clerk to the borough magistrates. Mr. Menpes was admitted a solicitor in 1860, and is clerk to the Beasted District Highway Board.

Mr. RALPH SIMEY, solicitor and notary, of Bishop Wearmouth, has been appointed by the Marquis of Londonderry, Lord Lieutenant and *Custos Rotarum* of the County

Palatine of Durham and Sadberge, to be Clerk of the Peace for that county, in succession to the late Mr. Ralph Park Philipson, of Newcastle-upon-Tyne. Mr. Simey was admitted an attorney in Michaelmas Term, 1855. He is a magistrate for the borough of Sunderland, and law clerk to the River Wear Commissioners.

Mr. W. MELMOTH WALTERS, solicitor (of the firm of Walters, Deverell, & Walters), of 9, New-square, Lincoln's Inn, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Married Women.

### Companies.

#### WINDING-UP NOTICES.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

BRISTOL DISTRICT FORESTERS' HALL AND DISPENSARY COMPANY, LIMITED.—The M.R. has fixed Feb 2, at 11, at his chambers, for the appointment of an official liquidator.

CWYD CLACK SLAUGHTERHOUSES COMPANY, LIMITED.—By an order made by the M.R., dated Dec 20, the voluntary winding up of the above company was ordered to be continued. Brooke, Lincoln's Inn fields, agents for Turner and Allanson, solicitors for the petitioners.

CAKEMORE CAUSEWAY GREEN AND LOWER HOLT UNITED BAICWORKERS AND COLLIERY COMPANY, LIMITED.—Petition for winding up, presented Jan 21, directed to be heard before V.C. Hall on Feb 6, Goldring, Southampton st, solicitor for the petitioners.

HALIFAX NEWSPAPER COMPANY, LIMITED.—By an order made by the M.R., dated Jan 16, it was ordered that the said company be wound up. Layton and Jacques, Blyth, Holborn, agents for Holroyds and Smith, solicitors for the petitioners.

TYFICCO COLLIERY COMPANY, LIMITED.—Creditors are required, on or before Feb 4, to send their names and addresses, and the particulars of their debts and claims, to Frederick Augustus Jenkins, Bristol, Godden, Lime st, agent for Murly and Co, Bristol, solicitors for the liquidator.

WESTMINSTER ASSOCIATION, LIMITED.—The M.R. has, by an order dated Dec 23, appointed Robert Allan McLean, Old Jewry, to be liquidator. Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts and claims, to the above, Mar 3, at 11, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, Jan. 21.]

CHOLLERFORD (ROMAN WALL) HYDROPATHIC ESTABLISHMENT COMPANY, LIMITED.—The M.R. has, by an order dated Nov 13, appointed Charles Samuel Cornish Watkins, Fenchurch st, to be official liquidator.

DAWSON AND CO'S PURE DAIRY FOOD COMPANY, LIMITED.—V.C. Hall has, by an order dated July 18, appointed John Macdonald Henderson, Moorgate st bldgs, to be official liquidator.

FURNES PAPER COMPANY, LIMITED.—By an order made by V.C. Bacon, dated Jan 17, it was ordered that the company be wound up. To hoursides and Hargreaves, Victoria st, Westminster, agents for Jackson, Ulverston, solicitor for the petitioner.

EQUITABLE MARINE INSURANCE COMPANY, LIMITED.—By an order made by the M.R., dated Jan 17, it was ordered that the company be wound up. Rogers and Chave, Queen Victoria st, solicitors for the petitioner.

HENDERFORD COLLIERY COMPANY, LIMITED.—By an order made by V.C. Hall, dated Jan 16, it was ordered that the voluntary winding up of the company be continued. Singleton and Tattershall, Great James st, Bedford row, agents for Gill and Hall, Wakefield, solicitors for the petitioners.

LOFTUS IRON COMPANY, LIMITED.—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Charles Hutchinson, William Cromptley, and Joseph Rawlinson, Royal Exchange, Middleborough. Feb 18, at 12, is appointed for hearing and adjudicating upon the debts and claims.

MURRAY AND COMPANY, LIMITED.—Mr. Justice Stephen has, by an order dated Aug 19, appointed Frederick Bertram Smart, Cannon st, to be official liquidator. Creditors are required, on or before Feb 2, to send their names and addresses, and the particulars of their debts and claims, to the above. Mar 12, at noon, is appointed for hearing and adjudicating upon the debts and claims.

STUART AND BROTHER, LIMITED.—Petition for winding up, presented Jan 24, directed to be heard before V.C. Hall on Feb 6. Seal, Sergeants' Inn, Temple, agents for Rawson and Co, Bradford, solicitors for the petitioners.

STUART AND BROTHER, LIMITED.—Petition for winding up, presented Jan 26, directed to be heard before V.C. Hall on Feb 6. Marsland, St. Swithin's lane, agents for Addleshaw and Warburton, Manchester, solicitors for the petitioners.

VALE OF CONWAY LEAD MINING COMPANY, LIMITED.—Petition for winding up, presented Jan 23, directed to be heard before V.C. Bacon on Feb 7. Rushton, Lancaster pl, Strand, solicitor for the petitioners.

[Gazette, Jan 21.]

UNLIMITED IN CHANCERY.

MUTUAL SOCIETY.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to James Waddell, Queen Victoria st. Mar 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.

THE MUNICIPAL TRUST—FIRST ISSUE.—By a judgment of V.C. Malins, dated Dec 5, his lordship ordered that the affairs of the "Municipal Trust" in the pleadings be wound up. All persons claiming to be entitled to participate in the distribution of the property are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to George Parker, Abchurch Lane. Mar 1, at 12, is appointed for the hearing and adjudicating upon the debts and claims.

[Gazette, Jan. 21.]

rk of the  
Mr. Ralph  
Himey was  
He is a  
law clerk

the firm of  
Lincoln's  
Inn for

COMPANY,  
ers, for the  
order made  
of the above  
y in fields,  
ACKWORKS  
up, per-  
on Feb. 6

ada by the  
y be wound  
droyds and

ured, on re  
y particulars  
ins, Bristol,  
itors for the

an order  
er, to be  
to send them  
and claims,  
adjudicating

, Jan. 23.]  
er COMPAR,  
s, appointed  
official in

V.C. Hall  
and House-

V.C. Bacon,  
and up. To  
for Jack-

y an order  
company in  
tors for the

er made by  
of James H.  
tors for the

on or before  
articulation of  
gon, William  
dieabrough  
g upon the

has, by as  
Cannon st.  
fore Feb. 8,  
their debts  
for hearing

p, presented  
Seal, Sec-  
d, solicitor

, presented  
Marshall,  
Manchester,

Petition for  
V.C. Bacon  
petitioners  
, Jan 27.]

39, to send  
ir debts or  
at 12, is ap-  
claims

, C. Malins,  
unicipal  
ing to be  
are required,  
and the par-  
church lane,  
g upon the

, Jan. 23.]

COUNTY PALATINE OF LANCASTER.

BARROW-IN-FURNESS AND NORTHERN COUNTIES LAND AND INVESTMENT COMPANY, LIMITED.—Creditors are required, on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to Robert Ellis, Cornwallis st, Barrow-in-Furness. Feb 6, at 10, is appointed for hearing and adjudicating upon the debts and claims

[Gazette, Jan 23.]

UNITED COUNTIES COMMERCIAL INSURANCE COMPANY, LIMITED.—By an order made by the V.C., dated Jan 23, it was ordered that the company be wound up. Shipley and Field, Manchester, agents for Roberts, Rochdale, solicitor for the petitioner

[Gazette, Jan. 27.]

FRIENDLY SOCIETIES DISSOLVED.

WHITE AND PINK SOCIETY, Rising Sun Inn, Tydece, Monmouth. Jan 19  
VICTORIA FRIENDLY SOCIETY, Bell Inn, Tipton, Stafford. Jan 20

[Gazette, Jan. 23.]

QUALIFICATION OF THE PROVISOR FOR RE-ENTRY.

THE correspondence in the Times on this subject has slackened. Mr. C. E. Lewis, M.P., writes:—"I have before me this moment the draft of a lease on St. Bartholomew's Hospital Estate, in which the proviso for re-entry is made (specifically) to operate and inure, if any assignment, sub-lease, or transfer of the property in lease is drawn by any other solicitor than those of the hospital. It is a most eminent firm, and no more in want of business than I am in want of a crust of bread, and yet we find such a monstrous provision. Why? Because the lessee has no option. It is Hobson's choice, 'this or none.' Just imagine a tenant losing all his improvements and his house, or being liable to lose them, because he prefers his own lawyers to those of the hospital. This is what may be called the *reductio ad absurdum* of the system, which spreads its noxious influences far and wide."

"A City Lawyer" calls attention to one of the most grave blunders in our city conveyancing customs—the covenant that all assignments of leases or underleases shall be prepared by the solicitors to the lessors. Such a covenant—the breach of which involves forfeiture of the lease—is especially injurious to the owner of the property, as it constitutes a tax on every transfer or underlease equivalent to from £8 to £20. No one in selling a property trusts entirely to a paid official who is a stranger to him, and consequently all transfers or underleases need the employment and payment of two lawyers—one to really do the work and protect the client, the other to go through the form of doing it under the covenant. Frequently the lessor's solicitor commutes his right to do the work for a fee of from five to ten guineas, letting the real solicitor do it in his name. Notwithstanding the grave injury to property owners, this covenant is inserted in the leases of the corporation itself and in those of most of the city companies and charitable trusts.

New Orders, Etc.

SENTENCES OF PRISONERS.

The following circular has been addressed to the chairmen of quarter sessions by the Home Office:—

"Whitehall, January 3, 1880.—Sir,—I am directed by Mr. Secretary Cross to acquaint you that the governors of prisons will be instructed that the rule to be observed by them in reckoning the date of the commencement of the sentences of prisoners committed to their custody from and after the 1st of February next will be as follows:—Persons sentenced at assizes, from the commencement of the assize, unless the court otherwise direct; quarter sessions, day sentence is pronounced, unless the court otherwise direct; petty sessions, date of reception in prison after sentence is pronounced, unless the court otherwise direct. The Secretary of State has been informed that in some cases prisoners sentenced to imprisonment by magistrates in petty sessions have been detained after sentence for a day or more in police cells. I have to request that you will inform the magistrates of your county that any such practice is irregular, and that imprisonment by way of punishment can only be carried out in a prison, and also that you will be good enough to make known to them the above rule, which will be observed in her Majesty's prisons from and after the 1st of February next.—I am, Sir, your obedient servant, A. F. O. LINDELL."

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ASHTON, SAMUEL ELKANAH, Marlow cottage, Bromley, Esq. Feb 10.  
Hill v. How, M.R. Godden, Old Jewry  
BOURNE, JOHN DUPRAY, Wessington, Essex, Farmer. Feb 27.  
Bourne v. Bourne, V.C. Hall. Chandler, Bishopsgate st Within  
CURTIS, JAMES, Euston rd, Zinc Worker. Feb 13. Maylin v. Curtis, M.R. Leo, New inn, Strand  
EDMONDSON, JOHN, Sharow, York, Farmer. Feb 13. Faulkner v. Edmondson, M.R. Robinson, Bradford  
GIFFORD, HENRY, Great Stakeley, Hunts, Farmer. Feb 5. Bland v. Gifford, V.C. Hall. York, Newmarket  
HARRISON, SAMUEL, Thorne, York, Joiner. Feb 9. Harrison v. Harrison, District Registrar, Leeds. Cranswick, Leeds  
HERBERT, NICHOLAS, Cefn-y-crib, Monmouth. Feb 16. Edwards v. Herbert, V.C. Malins. James, Merthyr Tydfil  
JONES, MORGAN, jun., Tynmawr, Glamorgan, Farmer. Feb 10. Jones v. Jones, M.R. Kempthorne and Son, Neath  
LAWRENCE, HUGH, Lowestoft, Fish Merchant. Feb 14. Bertram v. Wayth, V.C. Bacon. Archer, Lowestoft  
LEECH, SAMUEL, Derby, Solicitor. Feb 16. Leech v. Leech, V.C. Malins. Greenfield, Lancaster pl, Strand  
O'SULLIVAN, JOHN FRANCIS, Moncton, New Brunswick, Canada. Mar 31. O'Connell v. O'Sullivan, V.C. Hall. Deane, Liverpool  
POPKIN, ALFRED RUDE, Chadwell st, Middleton sq, Stationer. Feb 16. Clark v. Foresey, V.C. Malins. Brabant, Gray's inn sq  
TAYLOR, JOHN, Bromsgrove, Farmer. Feb 21. Worcester City and County Banking Company v. Brooke, V.C. Hall. Watson, Bouverie st  
WALKER, WILLIAM, Monks Copenhall, Cheshire, Ironmonger. Feb 16. Walker v. Hird, V.C. Bacon. Cooke, Crewe  
[Gazette, Jan. 16.]

CLARK, GEORGE, Sidmouth st, Regent sq, Gent. Feb 26. Maddick v. Marks, V.C. Bacon. Phillips, Abchurch lane  
COLLINS, LAVINIA, Hilham, York. Mar 1. Stoker v. Stoker, and Longbottom v. Stoker, V.C. Hall. Hodgson, Selby  
JACKSON, ELIZABETH, Shaftesbury terrace, Hammermith. Feb 20. Fisher v. Dixon, V.C. Malins. Watson, Bouverie st, Fleet st  
MACAFEE, ARTHUR HILL COATES, Sydney, New South Wales, Warehouseman. Feb 20. English, Scottish, and Australian Chartered Bank v. Bubb, M.R. Bubb, Gt Winchester st  
PADWICK, HENRY, Hill st, Berkeley sq, Esq. Feb 20. Madwin v. Padwick, V.C. Malins. Hollams, Mincing lane  
PURKISS, SUSANNAH, Birdlip, Gloucester. Feb 13. Davis v. Jessop, M.R. Walker, King's Arms yd, Moorgate st  
STEPHENS, EDWARD, Llandaf, Glamorgan, Notary Public. Feb 10. Harris v. Dalton, V.C. Bacon. King and Peto, Abchurch lane  
TAYFORD, MARY ANN, Fildfield st, Hoxton. Feb 25. Field v. Toby, V.C. Malins. Simpson, Three Crown sq, Southwark  
[Gazette, Jan. 20.]

Legal News.

On Tuesday Sir James Hannen had before him the matter of *Thomas Sale, deceased*, in which an application was made for probate of the copy of a mutilated will to be granted to the widow. The deceased was formerly a banker's clerk, and by his will he left his widow sole executrix, and it was duly executed. Mrs. Sale left it in the hands of her solicitor after her husband's death in its entire form, with the object of having it proved. The solicitor, in his affidavit, stated that he left it on his desk with a number of other papers and afterwards it was placed upon the floor of the office. Being obliged to leave it there to attend to other matters, it appeared that upon his return he found the will torn asunder. The affidavit of the solicitor's clerk went to show that it was part of his duty to copy the letters. About five o'clock in the evening of the day referred to he wished to light the candle, and perceived a piece of paper upon the floor, which he tore in a half and twisted into a spill. He had no idea of the value of such a paper, which he now believed to be the last will of the deceased.—Sir James Hannen thought the evidence of the mutilation was clear, and granted probate of the copy of the will which was mutilated.

A correspondent of the *Albany Law Journal*, writing on the subject of refreshments supplied to jurymen after they have retired, says Dyer mentions a case where the judge was informed that the jury had eaten food after they had retired, and he found that they had some "pippins," of which some confessed that they had eaten, but others said they had not. His lordship severely reprimanded them all, and fined those who had eaten twelve shillings each, and those who had not, six shillings each, "for that they had them (i.e., the apples) in their pockets." In Hilary Term, 6 Henry VIII., it appeared by a motion in the Court of Queen's

Bench, that in a case tried before Lord Chief Justice Reed, the jury, after being locked up and before giving their verdict, had eaten and drank. The Chief Justice fined them heavily, but took their verdict. An application was made in term to set aside the verdict for irregularity, the jury having eaten when they ought to have fasted; and another motion was made to have the fines inflicted upon the jurors remitted. The "twelve good men and true" said that they had all made up their minds before they ate, and returning into court to deliver their verdict found that the Lord Chief Justice had run out to see a fray; thereupon, not knowing when the judge would return, they had eaten refreshments. The court held the fines to have been properly inflicted, but did not disturb the verdict. In Iowa, lately, it was decided that the drinking of two glasses of beer by a juror, pending trial, after the adjournment of the court and eleven hours before another session, did not vitiate the verdict (*Van Buskirk v. Dougherty*, 44 Iowa, 62.)

## Court Papers.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday ..Feb.	2 Mr. Jackson	Mr. Leach	Mr. Ward
Tuesday .....	3 Cobby	Latham	Pemberton
Wednesday....	4 Jackson	Leach	Ward
Thursday .....	5 Cobby	Latham	Pemberton
Friday.....	6 Jackson	Leach	Ward
Saturday.....	7 Cobby	Latham	Pemberton
	V. C. BACON.	V. C. HALL.	Mr. Justice FAY.
Monday ..Feb.	2 Mr. King	Mr. Koe	Mr. Farrer
Tuesday .....	3 Merivale	Clowes	Teesdale
Wednesday....	4 King	Koe	Farrer
Thursday .....	5 Merivale	Clowes	Teesdale
Friday.....	6 King	Koe	Farrer
Saturday.....	7 Merivale	Clowes	Teesdale

### PUBLIC COMPANIES.

Jan. 29, 1880.

#### GOVERNMENT FUNDS.

3 per Cent. Consols, 98½	Annuities, April, '85, 92
Ditto for Account, 98½	Do. (Red Sea T.) Aug. 1868
Do. 5 per Cent. Reduced, 98½	Ex Bills, £1000, 2½ per Ct. 10 pm.
New 5 per Cent., 98½	Ditto, £500, Do. 10 pm.
Do. 2½ per Cent., Jan. '94	Ditto, £100 & £200, 10 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 275
2nd Inf. Pr., 5 per C., Jan. '72	Ditto for Account.
Annuities, Jan. '80	

#### INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '80, 104	Inf. Pr. 5½ per Cent., May, 81
Ditto for Account, —	Ditto Debentures, 4 per Cent
Ditto 4 per Cent., Oct. '88, 105½	April, '64
Ditto, ditto, Certificates —	Do. Do. 5 per Cent., Aug. '73
Ditto Encased Ppr., 4 per Cent.	Do. Bonds, 4 per Cent. £1000
2nd Inf. Pr., 5 per C., Jan. '72	Ditto, ditto, under £1000

Tenders will be received at the Bank of New South Wales, up to the 4th proximo, for a South Australian Government Four per Cent. Loan for £3,294,600 in bonds of £1,000, £500, £200, and £100 each, with interest commencing from 1st inst. The principal of the issue, to the amount of £3,094,600, is repayable at par on 1st January, 1909; and the balance, £200,000, on the 1st July, 1929. The minimum price is £92 10s. per cent., payable, five per cent. on application, a further sum on allotment to reduce the amount to £75 per cent., on the 1st of March £25 per cent., and the balance on the 1st of April next. The loan is required, it is stated, for the construction of railways, waterworks, other public works, and providing for the drainage of the city of Adelaide.

DAYLIGHT IN OFFICES.—Chappuis' Reflectors.—69, Fleet-street.—[Adv.]

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

HEYWOOD.—Jan 24, at Manchester, the wife of George Washington Heywood, barrister-at-law, of a daughter.  
WAGGETT.—Jan 24, at West Hall, Weybridge, the wife of John Francis Waggett, of Lincoln's-inn, of a daughter.

### DEATHS.

PAYNE.—Jan 26, at 62, Hope-street, Liverpool, Richard Algonon Payne, of Liverpool, solicitor, aged 76.

## LONDON GAZETTES.

### Bankrupts.

FRIDAY, Jan. 23, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar, To Surrender in London.

Cliff, Richard Ernest, St Thomas sq, Hackney, Grocer. Pet Jan 19. Murray, Feb 6 at 11.  
Harrison, William Appleby, and Alfred Young, West Ham, Duns, Manufacturing Chemists. Pet Jan 21. Brougham. Feb 3 at 11.  
Yonard, W T, Spencer st, Goswell rd, Provision Merchant. Pet Jan 16. Pepps. Feb 4 at 12.

To Surrender in the Country.

Cole, Samuel, Aldershot, Quartermaster in her Majesty's Royal Engineers. Pet Jan 20. White. Guildford, Feb 7 at 11.30.  
Cowing, Robert Thomas, Bleak hill, Plumstead, Labourer. Pet Jan 19. Pitt-Taylor. Greenwich, Feb 13 at 1.  
Deadman, Joseph Alexander, Plumstead, Kent, Labourer. Pet Jan 19. Pitt-Taylor. Greenwich, Feb 13 at 1.  
Hartnell, Charles, Wheaton Aston, Stafford, Baker. Pet Jan 11. Sanders. Wolverhampton, Feb 9 at 12.  
Johnston, William, Dovercourt, Essex, Hotel Keeper. Pet Jan 11. Barnes. Colchester, Feb 7 at 2.  
Peckersill, Annie, Burgh-le-Marsh, Lincoln, Dressmaker. Pet Jan 20. Staniland. Boston, Feb 2 at 12.30.  
Remfry, William Edwin, Warleggan, Cornwall, Clerk in Holy Orders. Pet Jan 21. Chilcott. Truro, Feb 4 at 11.  
Rimmer, John, Ince, nr Wigan, Innkeeper. Pet Jan 20. Woodcock. Wigan, Feb 19 at 11.  
Tasker, Mary Ann, Eastleigh, Southampton, Licensed Victualler. Pet Jan 21. Daw, jun. Southampton, Feb 5 at 12.  
Williams, Richard R., Llandegai, Carnarvon, Clerk. Pet Jan 11. Jones. Bangor, Feb 4 at 3.

TUESDAY, Jan. 27, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Pragnell, William, High st, Peckham, Cheesemonger's Assistant. Pet Jan 24. Brougham. Feb 11 at 12.  
Wilkin, Marmaduke Edmund, Gt Winchester st, Public Accountant. Pet Jan 23. Pepps. Feb 11 at 12.30.

To Surrender in the Country.

Baird, Andrew Stewart, Birmingham, Travelling Draper. Pet Jan 11. Parry. Birmingham, Feb 9 at 2.  
Butcher, William, Chiddington, Kent, Nurseryman. Pet Jan 21. Cripps. Tunbridge Wells, Feb 9 at 3.  
Davies, Thomas, Stockport, Provision Merchant. Pet Jan 22. Hyde. Stockport, Feb 12 at 11.  
Dean, Albert, Padcock Wood, Kent, Grocer. Pet Jan 24. Cripps. Tunbridge Wells, Feb 9 at 4.  
Hansen, Alfred Henry, Newcastle-upon-Tyne, Flour Dealer. Pet Jan 22. Daggett. Newcastle, Feb 5 at 11.  
Lawes, William, Staines, Coal Merchant. Pet Jan 20. Bell. Kingston, Feb 3 at 3.  
Lord, Edmund James, Haslingden, Lancaster, Bread Baker. Pet Jan 22. Bolton. Blackburn, Feb 12 at 11.  
Maw, Zachariah George, Scarborough, Corn Dealer. Pet Jan 21. Woodhall. Scarborough, Feb 11 at 3.  
Tyrrill, John, Manchester, Tailor. Pet Jan 24. Lister. Manchester, Feb 13 at 12.

### BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 23, 1880.

Cornelius, George, Roupell st, Lambeth, out of business. Jan 20

TUESDAY, Jan 27, 1880.

Mayo, George Clement, Cheapside, Commission Agent. Jan 15

### Liquidations by Arrangement.

#### FIRST MEETING OF CREDITORS.

FRIDAY, Jan. 23, 1880.

Allen, William, and Thomas Armin, Stafford, Shoe Manufacturers. Feb 5 at 2 at offices of Great-Rex, Bank chambers Stafford.  
Andrews, Henry, Feasby, Worcester, Farmer. Feb 7 at 11 at offices of Stallard, High st, Worcester.  
Aspinwell, James, Manchester, Cabinet Maker. Feb 7 at 11 at offices of Horner, Stafford, at Manchester.  
Atkins, Robert, Chelmsford, Essex, Agent. Jan 29 at 3 at offices of Hope and Son, Chancery lane.  
Aubrey, John, New Kent rd, Theatrical Manager. Feb 7 at 12 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Fowler, Newington causeway.  
Austin, James, Shavington-cum-Gresky, Chester, Grocer. Feb 12 at 11 at Albert chambers, Church side, Crewe.  
Bailey, Charles, Fair Oak, Southampton, Innkeeper. Feb 2 at 3 at offices of Bailey and White, Jewry st, Winchester.  
Baker, George Coke, Lilford rd, Camberwell, Traveller. Feb 3 at 3 at offices of Hope and Co, Chancery lane.



THS.

George Wash.

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

the wife of

Adams, Sam, Strangeways, Manchester, Mineral Water Manufacturer. Feb 13 at 3 at the Thatched House Hotel, Market st, Manchester.  
 Bailey, John Arthur Warburton, Sheffield, Cutlery Manufacturer. Feb 13 at 1 at the Incorporated Law Society, Aldine Court, Sheffield.  
 Bailey, John, Rochdale. Lancaster, Baker. Feb 6 at 3 at offices of  
 Gardner and Taylor, King st, Rochdale  
 Bailey, William Augustine, Moss Side, Manchester, Salesman. Feb 6 at 11 at offices of Gardner, Cooper st, Manchester  
 Baker, Robert Matthew, Leeds, Dyer. Feb 4 at 3 at offices of Brooks, Leeds  
 Baker, John (and not Bibbington, as erroneously printed in the Gazette of the 16th inst), of Hancove, Chester, Farmer. Jan 31 at 11 at the Crown Arms Hotel, Crewe. Ritson and Grundy, Manchester.  
 Baker, George Brackenbury, Great Russell st, Gentleman. Feb 4 at 1 at offices of Chinery and Co, Fenchurch st  
 Baker, Lach, Silverdale, Stafford. Feb 2 at 3 at offices of James, Newcastle-under-Lyme  
 Baker, Samuel, and Tom Liversedge, Huddersfield, Dyers. Feb 11 at 11 at the Queen Hotel, Huddersfield. Laycock and Co, Huddersfield.  
 Baker, James, Newport, Monmouth, Draper. Feb 6 at 12 at offices of Tins and Co, High st, Newport. Oliver, Newport  
 Baker, William, Birmingham, Beer Retailer. Feb 5 at 3 at offices of Holmes, Cherry st, Birmingham  
 Baker, William Halke, Macclesfield, out of business. Feb 11 at 11 at offices of Adleshaw and Warburton, Manchester  
 Baker, Alfred, Southampton buildings, Euston rd, Wholesale Bedding Manufacturer. Jan 30 at 2.30 at Haxell's Hotel, Strand. Willis, St Martin's, Leicester sq  
 Baker, William Wesley, Redland, Bristol, Commercial Traveller. Feb 3 at 3 at offices of Beckington, Albion chambers, Broad st, Bristol  
 Baker, John, Newcastle-upon-Tyne, Grocer. Feb 5 at 2 at offices of Holmes, Royal Arcade, Newcastle-upon-Tyne  
 Baker, William Henry, Birkenhead, Gunsmith. Feb 4 at 3 at offices of Thompson, Hamilton st, Birkenhead  
 Baker, Edward Hutchinson, South Shields, Builder. Feb 6 at 3 at offices of Newlands, King st, South Shields  
 Baker, John Edward, Southampton stables, Hampstead rd, Cab Proprietor. Feb 4 at 11 at 61, Chancery lane. Biggin  
 Baker, Admiral, Derby, Builder. Feb 5 at 11 at Bell Hotel, Sadlers-py, Derby.  
 Baker, James, Falmouth, Devon, Baker. Feb 4 at 10.30 at Half Moon Hotel, Exeter. Hartnoll, Exeter  
 Baker, William, Landowne rd, Hackney, out of business. Feb 10 at 3 at offices of Tyrell, Raymond bldg, Gray's inn  
 Baker, William, Middleborough, Fruiterer. Feb 3 at 11 at offices of Jackson and Jackson, Albert rd, Middleborough  
 Baker, Charles, Swansea, Wine Merchant. Feb 3 at 12 at Merchants Association, Broad st. Thomas, Swansea  
 Baker, Joseph Porter, Northampton, Shoes Manufacturer. Feb 12 at 12 at offices of Scriven and Terry, Dergate, Northampton  
 Baker, William, Crowthorne, York, Farmer. Feb 5 at 3 at the Three Leg Inn, Wetherby, York  
 Baker, Edward Robert, Heigham, Norwich, Commission Agent. Feb 7 at 12 at offices of Emerson, Rampant Horse st, Norwich  
 Baker, John, Plymouth, Aerated Water Manufacturer. Feb 5 at 11 at offices of Stanbury, Princess sq, Plymouth  
 Baker, William, Leeds, solicitor. Feb 4 at 11 at offices of Rannolls, Bridge st, Bradford  
 Baker, Henry, Burnham, Essex, Farmer. Feb 11 at 11 at offices of Rick and Freeman, Gate st, Maldon  
 Baker, Ann, Leeds, Provision Dealer. Feb 5 at 3 at offices of Cravon, Leeds  
 Baker, David, Cern, Salop, Farmer. Feb 6 at 12 at offices of Green and Peters, Knighton  
 Baker, Samuel, Swallowfield, Berks, Grocer. Feb 3 at 3 at the Queen's Hotel, Friar st, Reading. Beal and Martin, Reading  
 Baker, Henry George, Commercial rd East, Boot Maker. Jan 31 at 10.30 at 49, Promley st, Commercial rd East. Hicks, Victoria Park-rd  
 Baker, John, Liverpool, Stationery Dealer. Feb 6 at 2 at offices of Harris, Adelaide bldg, Ranelagh pl, Liverpool  
 Baker, James, Heighington, Durham, Schoolmaster. Feb 4 at 3 at offices of Wilkes, Northgate, Darlington  
 Baker, William, Southwark, Bridge-rd, Ironmonger. Feb 11 at 2 at offices of Waring, Borough High st  
 Baker, Thomas, Hanging Houghton, Northampton, Farmer. Feb 4 at 11 at offices of Andrew, Market sq, Northampton  
 Baker, John, Pelaw Main, Durham, Beerhouse Keeper. Feb 9 at 3 at offices of Tinsley Dale, King st, South Shields  
 Baker, William Frederick, Blackman st, Borough, Woolen Draper. Feb 6 at 3 at offices of Walker, King's Arms yd, Moorgate st  
 Baker, William Stamper, Liverpool, of no occupation. Feb 4 at 12 at offices of Spinks and Gawith, Jackson chambers, Thomas st, Liverpool  
 Baker, William Frederick, Belgrave, Leicester, Commercial Traveller. Feb 5 at 3 at offices of Loeby and Co, Market pl, Leicester  
 Baker, John, Croft, Lincoln, Farmer. Feb 2 at 3 at offices of Thimbleby and Son, Spilsby  
 Baker, Walter, Winterton, Norfolk, Fishing Boat Owner. Feb 5 at 3 at offices of Clowes and Son, Queen st, Great Yarmouth  
 Baker, George, Holloway rd, Grocer. Feb 2 at 12 at the Guildhall Tavern, Gresham st. Wolferstan and Co, Ironmongers lane  
 Baker, George Morley, Liverpool, Grocer. Feb 5 at 2.30 at offices of Beal and Court, Cook st, Liverpool  
 Baker, Alfred, Audenshaw, Lancaster, Grocer. Feb 6 at 3 at offices of Sumner, Maraden st, Manchester  
 Baker, Nathan Philip, Clerkenwell rd, Watch and Clock Importer. Feb 9 at 2 at offices of Westlake and Letts, Mitre ct, Temple  
 Baker, John, Berkswell, Warwick, Miller. Feb 4 at 11 at offices of Hughes and Masser, Little Park st, Coventry  
 Baker, George William, Derby, Builder. Feb 9 at 3 at offices of Flint, Full st, Derby

Harrop, Henry, Fendleton, near Manchester, Grocer. Feb 13 at 3 at offices of Adleshaw and Warburton, Norfolk st, Manchester  
 Hatfield, Thomas, York, Innkeeper. Feb 5 at 12 at offices of McLaren, Castlegate, York  
 Hawkins, Thomas, Walsall, Stafford, Grocer. Feb 4 at 11 at offices of Glover, Bridge st, Walsall  
 Heath, Charles, Noble st, Warehouseman. Feb 9 at 3 at offices of Levering and Co, Gresham st. Croft  
 Hogg, James, Manchester, Draper. Feb 13 at 2 at offices of Cobbett and Co, Brown st, Manchester  
 Hollinghead, Charles, Newton-by-Middlewich, Chester, Farmer. Feb 5 at 3 at offices of Cooke, Middlewich  
 Huthersal, Mary Layton, Liverpool, Schoolmistress. Feb 10 at 3 at offices of Norris and Sons, Union court, Castle st, Liverpool  
 Jinks, Charles, Nottingham, Builder. Feb 9 at 3 at offices of Whittingham, Middle pavement, Nottingham  
 Joell, William, Winterwell, York, Joiner. Feb 10 at 3 at offices of Parker and Brailsford, Talbot chambers, North Church st, Sheffield  
 Johnson, William, Leeds, Milliner. Feb 4 at 3 at offices of Oranswick, Park row, Leeds  
 Johnstone, Alexander Linton, Victoria Pk rd, Hackney, Wine and Spirit Merchant. Feb 3 at 12 at offices of Bagshaw, Moorgate st. Baker and Nairne, Crosby sq  
 Jones, Rees, Cardiff, Lodging house keeper. Feb 10 at 11 at offices of Morgan and Scott, High st, Cardiff  
 Keeping, Richard Budd, and Eliza Mary Ann Keeping, Wyke Regis, Dorset, Farmers. Feb 11 at 10 at offices of Howard, East st, Melcombe Regis  
 Kimber, William, High st, Homerton, Grocer. Feb 6 at 3 at offices of Pearce and Sons, Gillespie st  
 King, Thomas, Silver st, Notting hill, Bootmaker. Feb 9 at 2.30 at Masons' Hall, Masons' avenue, Basinghall st. Gray, Finsbury pl  
 Kinberg, Aaron, White's row, Spitalfields, Clothier. Feb 5 at 3 at offices of Barnett, Palmerston bldg, Old Broad st  
 Lake, George Thomas, Crown rd, Fulham, Undertaker. Feb 9 at 12 at offices of Plunkett and Leaper, St Paul's church yd  
 Lee, John, Manchester, Jeweller. Feb 12 at 12 at offices of Kallas and Co, Kennedy st, Manchester. Gartside  
 Lightfoot, Mary Ann, Thimbleby Fen Allotment, Lincoln. Feb 2 at 12 at offices of Thomas, Emery lane, Boston  
 Little, Robert, Caldecote, Cumberland, Innkeeper. Feb 7 at 11.15 at offices of Carrick and Son, Wighton  
 Lowe, William, Westbromwich, Stafford, Sand Merchant. Feb 6 at 3 at offices of Ekworth, Bridge st, Wednesbury  
 Lucas, Benjamin, and William Henry Shippen, Leeds, Bricklayers. Feb 5 at 3 at offices of Pullan, Bond st, Leeds  
 Macrae, Donald McDonald, Blyth, Northumberland, Grocer. Feb 10 at 1.30 at offices of Fletcher and Lincoln, John st, Sunderland. Asher, Sunderland  
 Martin, James, Southborough, Kent, Carrier. Feb 4 at 11.30 at Camden Hotel, Tundridge Wells. Rogers, Tonbridge  
 Maw, George, Yaddethorpe, Lincoln, Farmer. Feb 11 at 12 at offices of Sowter, Wrawby st, Brigg  
 Maw, Joseph, Yaddethorpe, Lincoln, Farmer. Feb 11 at 11 at offices of Sowter, Wrawby st, Brigg  
 May, George William, Outwell, Norfolk, out of business. Feb 7 at 1 at the Public Hall, Upper Hill st, Wisbech, Saint Peter. Webber, Upwell  
 McGuffie, David Colton, Twickenham, Draper. Feb 6 at 4 at offices of Lay, Staple inn, Holborn  
 McIntosh, Donald, Brinscall-within-Withnell, Lancaster, Quarry Master. Feb 13 at 3 at offices of Stanton, High st, Chorley  
 Mercer, Charles Frederick, Preston, Lancaster, Butcher. Feb 4 at 11 at offices of Turner and Son, Fox st, Preston  
 Milton, Robert, Crowcombe, Somerset, Builder. Feb 4 at 1 at offices of Reed and Cook, Paul st, Taunton  
 Mitchell, William, Laithe, York, Grocer. Feb 4 at 10 at offices of Peel and Gaunt, Chapel lane, Bradford  
 Mozes, William, Claypole, Lincoln, Farmer. Feb 11 at 11 at offices of Footit, Market pl, Newark-upon-Trent  
 Morley, John, Leeds, Corn Miller. Feb 5 at 11 at offices of Dale, Albion st, Leeds  
 Morris, James, Erdington, Warwick, Market Gardener. Feb 11 at 3 at offices of Horton, Imperial chambers, B. Colmore row, Birmingham  
 Myers, George, Durham, Draper. Feb 5 at 3 at Royal Hotel, Moseley st, Manchester. Chapman, Durham  
 Myers, Victor, Hallsford st, Kingston, Boot Manufacturer. Feb 9 at 3 at offices of Pratt and Co, Old Jewry chambers. Nicholls, Gresham st  
 Nelson, Robert, Terrington St John's, Norfolk, Licensed Victualler. Feb 4 at 12 at offices of Glaser, King st, King's Lynn  
 Orree, William, Cotheridge, Worcester, Farmer. Jan 30 at 11 at offices of Stallard, High st, Worcester  
 Osborne, John Elijah, Small Heath, Birmingham, Plasterer. Feb 4 at 11 at offices of Higgs, Bennett's hill, Birmingham  
 Oppenheim, Leopold, Hereford rd, Bayswater, out of business. Feb 9 at 3 at 36, Finsbury grove. Emanuel and Simmons  
 Parker, Victoria Ann Bush, Clifton, Bristol. Feb 6 at 1 at offices of Triggs, Broad st, Bristol. Maude-King and Biggs, Bristol  
 Parry, Joseph, Allington, Witsa Farmer. Feb 5 at 10.30 at offices of Hulbert and Radcliffe, High st, Devizes  
 Perry, John, Allerton Bywater, York, Joiner. Feb 5 at 3 at the North Eastern Hotel, Castleford. Horner, Wakefield  
 Plesance, Edwin, Sireford, Lancaster, Grocer. Feb 4 at 3 at offices of Casper, Brazenose, Manchester  
 Portman, George, Newtown, Worcester, Market Gardener. Feb 3 at 11 at offices of Tree and Son, High st, Worcester  
 Protheroe, Peter Anthony, Barry Port, Carmarthen, Draper. Feb 4 at 11 at offices of Johnson and Stead, Church st, Llanelli  
 Riley, William, Crewe, Chester, Beerhouse Keeper. Feb 5 at 11 at the Bank Room, Mechanics' Institution, Crewe. Hill, Crewe  
 Roberts, John, Brampton-en-le-Morthen, York, Farmer. Feb 5 at 12 at the Ship Hotel, Rotherham. Marsh and Pollard, Rotherham  
 Roberts, John, son, and John Roberts, jun, Conway, Carnarvon, Cattle Dealers. Feb 5 at 3 at offices of Jones, Bridge st, Conway  
 Robinson, Thomas Thrush, Nottingham, Auctioneer. Feb 10 at 3 at offices of Lees, Middle pavement, Nottingham

Sankey, Joseph, Ardwick, Manchester, Pawnbroker's Assistant. Feb 3 at 11 at offices of Garthwaite, Brazenose st, Manchester  
 Schedewitter, Christian Joseph, Portobello rd, Notting hill, Baker. Feb 5 at 2 at offices of Carter and Bell, Eastcheap  
 Shaw, Henry, Selby, York, Butcher. Feb 6 at 11 at offices of Atkinson, Church hill, Selby  
 Shaw, Squire, Jan, Eastborough, York, Plasterer. Feb 5 at 10.30 at offices of Ridgway and Ridgway, Union st, Dowsbury  
 Sharritt, Edwin John, Blakenhall, Wolverhampton, Grocer. Feb 6 at 3 at offices of Dallow, Queen sq, Wolverhampton  
 Simons, Caroline, and Victor Simons, Easton rd, Tailors. Feb 2 at 2 at offices of Lovering, Gresham st. Barnet, Palmerston Buildings, Old Broad st  
 Simpson, William, Darlington, Durham, Grocer. Feb 4 at 3 at offices of Barron, High row, Darlington  
 Skinn, William Stainton, Fleet, Lincoln, Farmer. Feb 12 at 10 at offices of Mossop and Mossop, Holbeach  
 Smith, John, Dulwich, Surrey, Grocer. Feb 9 at 2 at offices of Hores and Pattison, Lincoln's-inn-fields  
 Smith, John, Kingston-upon-Hull, Grocer. Feb 10 at 1 at offices of Cockin, Mason st, Kingston-upon-Hull  
 Speed, John, Liverpool, Grocer. Feb 5 at 11 at offices of Etty, Lord st, Liverpool  
 Squires, Thomas Alfred, Albion rd, Holloway, Clerk. Feb 9 at 4 at the Masons' Hall Tavern, Basinghall at  
 Stirrup, Thomas, Hindley, Lancaster, Beerhouse Keeper. Feb 4 at 11 at offices of Bryan, Ladies lane, Hindley  
 Swallow, Charles Daniel, Huntley st, Tottenham court rd, Cab Driver. Feb 6 at 2 at offices of Harcourt, Moorgate at  
 Tarlton, William, Lymington, Southampton, Painter. Feb 2 at 12 at offices of Davis, Portland st, Southampton. Jackman, Lymington  
 Teale, William Evans, Brookridge Common, Gloucester, Market Gardener. Feb 4 at 12 at offices of Clark, Regent st, Cheltenham  
 Terry, Charles, Bradford, York, Cab Proprietor. Feb 9 at 11 at offices of Terry and Robinson, Market st, Bradford  
 Thomson, James, Hulme, Manchester, Beer Retailer. Feb 11 at 3 at offices of Preston, Clarence st, Albert sq, Manchester  
 Thorne, Charles, New Cross rd, out of business. Feb 9 at 12 at offices of Tower, Lower Thames st  
 Townsend, Daniel, Newport, Monmouth, Fish Dealer. Feb 3 at 11 at offices of Parker, Commercial st, Newport  
 Treadway, Henry, Quilter st, Hackney rd, Cabinet Maker. Jan 29 at 2.30 at offices of Liquidation Company, Finsbury pl, Gray, Finsbury pl  
 Vivian, William, Liskeard, Cornwall, Tea Dealer. Feb 5 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth. Caunter, Liskeard  
 Wakelam, Arthur, Willenhall, Stafford, File Cutter. Feb 6 at 11 at offices of Stratton, Queen st, Wolverhampton  
 Walsh, William, Heywood, Lancaster, Eating house Keeper. Feb 4 at 10 at offices of Banks, Market place, Heywood  
 Weller, Alfred George, Ramsgate, Kent, Hatter. Feb 5 at 3 at offices of Venn and Son, Finch lane, Cornhill. Edwards, Ramsgate  
 Wheeler, Richard, Church rd, Essex rd, Dairyman. Jan 31 at 3 at offices of Holloway, Ball's Pond rd. Cooper, Chancery lane  
 White, William Rewse, Glasshouse at, Trimming Warehouseman. Feb 10 at 2 at 26, Lincoln's inn fields. Pritchard, St Swithun's lane  
 Whitfield, John Smith, Glinton, Northampton, Farmer. Feb 6 at 11 at offices of Wyman, Priestgate, Peterborough  
 Whitworth, John William, Southampton, Licensed Victualler. Feb 6 at 3 at offices of Harlow, Southampton bldgs, Chancery lane, Shutte, Southampton  
 Wiggins, John, Handsworth, Stafford, Jeweller. Feb 6 at 3 at offices of Davies, Bennett's wht, Birmingham  
 Wilkin, Charles Wright, Lismore rd, Kentish Town, Engineer's Draughtsman. Feb 4 at 3 at offices of Cooper, Chancery lane  
 Woodhead, Charles Storey, Bradford, Hatter. Feb 4 at 3 at the White Bear Hotel, Market st, Manchester. Cater, Bradford  
 Wright, Isaac, Wigan, Grocer. Feb 5 at 3 at the Clarence Hotel, Wallgate, Wigan. Stuart, Wigan  
 Wynn, William Arthur, Kewington rd, Lambeth, Fish Dealer. Feb 2 at 10 at offices of Gaulty, Westminster Bridge rd

## TUESDAY, Jan. 27, 1880.

Aisop, Edward Marriot, Northampton, Plumber. Feb 6 at 11 at offices of Jeffery, Market sq, Northampton  
 Arnold, Thomas, Rainhill, Lancaster, out of business. Feb 10 at 3 at 3 at offices of Riley and Cook, Hardshaw st, St Helens  
 Baker, John, Nottingham, Lace Maker. Feb 11 at 3 at offices of Press, Friar lane, Nottingham  
 Baldock, Edward, Hills yard, Wandsworth, Cement Merchant. Feb 19 at 1 at offices of Jones, High st, Wandsworth  
 Barley, George, Macclesham, Lincoln, Farmer. Feb 14 at 11 at offices of Bladen, Market pl, Gainsborough  
 Barlow, Thomas Edward, and Edwin George Barlow, Oakham, Rutland, Builders. Feb 9 at 3 at offices of Owston and Dickinson, Friar lane, Leicester  
 Bebbington, Henry, Wharton, Chester, Butcher. Feb 7 at 12 at offices of Green and Dixon, High st, Winsford  
 Blundell, James, Birkdale, Lancaster, Contractor. Feb 11 at 3.30 at offices of Walton and Smith, Devonshire buildings, Southport  
 Bond, Alfred Samuel, King st West, Hammersmith, Cheesemonger. Feb 11 at 11 at Guildhall Tavern, Gresham st. Marshall, King st West, Hammersmith  
 Boosey, Abraham, Hatfield Broad Oak, Essex, out of business. Feb 12 at 11 at George Hotel, Bishop Stortford. Mills  
 Booth, Charles, Liverpool, Public House Manager. Feb 9 at 12 at offices of Carruthers, Lord st, Liverpool  
 Boyd, Joseph, Bridlington Quay, York, Grocer. Feb 9 at 2.30 at the George Hotel, Whitfriar gate, Kingston-upon-Hull. Harland, Bridlington  
 Brown, Walter, and Maurice Brown, Leeds, Provision Dealers. Feb 6 at 3 at offices of Raper, East parade, Leeds  
 Cahill, Mary Staunton, Fetter lane, Licensed Victualler. Feb 10 at 3 at offices of Snell and Greenip, George st, Mansion House  
 Cantle, John Stephen, Lyncombe, Bath, Painter. Feb 6 at 11 at offices of Bartrum and Bartlett, Northumberland bldgs, Bath  
 Card, Herbert, Jun, Birmingham, Confectioner. Feb 10 at 11 at offices of Turner, Temple row, Birmingham

Carr, William Ward, Greenside road, Shepherd's Bush, Doctor of Medicine. Feb 5 at 2 at offices of Emmott, Budge row, Cannon st  
 Carner, David, Parkholme road, Dalton, Wholesale Druggist. Feb 13 at 3 at offices of Davies, Basinghall at  
 Catchpole, Jonathan, Old Whittington, Derby, Miner. Feb 9 at 3 at offices of Higginbottom and Co, Irongate Office, Chesterfield. Black, Chesterfield  
 Chapman, George, Thornton-le-Moor, York, Farmer. Feb 10 at 10 at the Golden Lion Hotel, Northallerton. Waistell, Northallerton  
 Coates, George Webster, Boroughbridge, York, Plumber. Feb 9 at 11 at offices of McLaren, Castlegate, York  
 Coffin, Caroline, Brighton, Milliner. Feb 14 at 11.30 at offices of Rye and Greenwood, Serjeant's inn, Fleet at  
 Cogan, William, Carlisle, Theatrical Manager. Feb 11 at 2 at offices of Wright and Brown, Bank at  
 Coleman, Richard, Thrupp, nr Stroud, Gloucester, Innkeeper. Feb 6 at 4 at offices of Jackson, London rd, Stroud  
 Coulson, George, Humby, York, Farmer. Feb 10 at 3 at offices of Cornwall and Watts, Queen st, Scarborough  
 Crawford, George, South Shields, Durham, Refreshment house keeper. Feb 9 at 3 at offices of Newlands, King st, South Shields  
 Daniel, Daniel Herbert, Cardiff, Mining Engineer. Feb 9 at 11 at offices of Jones, Philharmonie chambers, St Mary st, Cardiff  
 Danks, Samuel, Netheron, Worcester, Blacksmith. Feb 4 at 11 at offices of Davies, Union st, Dudley  
 Day, Nathaniel Henry, Birmingham, Watchmaker. Feb 6 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham  
 Dibble, George, East Brent, Somerset, Farmer. Feb 9 at 3 at offices of Brice, Burnham  
 Dunn, Francis, and Frank Dunn, Warrington, Boot Manufacturers. Feb 6 at 3 at offices of Davies and Co, Bewsey chambers, Bewsey, Warrington. Brook and Davis, Warrington  
 Dyer, George Henry, Worcester, Baker. Feb 6 at 2 at offices of Allen and Beauchamp, Sansome pl, Worcester  
 Ellis, Titus Evans, Burton-on-Trent, Draper. Feb 9 at 3 at offices of Bright, High st, Burton-on-Trent  
 Evans, Frederick William, Abbey at, Bermondsey, Music Hall Proprietor. Feb 16 at 3 at Guildhall Tavern, Gresham st. Baurial Sons, Basinghall at  
 Evers, Edward Byron, Brockley, Kent, out of business. Feb 25 at 11 at Guildhall Tavern, Gresham st. Scarlett, King st, Cheapside  
 Fawkes, John, Leicester, Baker. Feb 9 at 12 at offices of Harvey, Leborne builders, Millstone lane, Leicester  
 Fletcher, William Beards, Wakefield, out of business. Feb 9 at 11 at offices of Horner, Wood st, Wakefield  
 Gardner, John, Ladbroke, Warwick, Farmer. Feb 12 at 12 at offices of Sanderson, Church st, Warwick  
 Garneys, Thomas Toronto, Harlesden ter, Willesden, Plumber. Feb 6 at 3 at offices of Stopher and Rundle, Coleman st  
 Gifford, Augustus Charles, and Keppel Henry Gifford, Sydenham, Kent, Wine and Beer Merchants. Feb 11 at 12 at offices of Norris, Bedford row  
 Giles, Aaron Barnett, Sheffield, Watchmaker. Feb 10 at 1 at offices of Branson and Co, Bank st, Sheffield  
 Goatman, Charles, Oriham, Hereford, Farmer. Feb 11 at 2 at Green Dragon Hotel, Hereford. Stallard, Worcester  
 Godfree, Dinah, Brompton rd, Knightsbridge, Refreshment House Keeper. Feb 9 at 2 at offices of Harris and Powell, Essex at, Strand  
 Godson, William Davis, The Gardens, Peckham-rye, Commercial Traveller. Feb 9 at 3 at offices of Saxby and Faulkner, Ironmonger lane  
 Gresty, Jonathan, Salford, Lancaster, Timber Merchant. Feb 17 at 11 at offices of Sutcliffe and Elliott, Fountain st, Manchester  
 Haigh, Anthony, Upper Wickfield Shelf, York, Plasterer. Feb 12 at 11 at offices of Stanfield, Bull green, Halifax  
 Hands, Austin, Marton, Warwick, Farmer. Feb 17 at 3 at offices of Wratlay, Church st, Rugby  
 Hill, John Binnington, Bradford, York, out of business. Feb 4 at 11 at offices of Singleton, Bradford  
 Hitch, William, Waterbeach, Cambridge, Farmer. Feb 3 at 12 at offices of Barlow and Co, St Andrew st, Cambridge  
 Holman, Richard, Alwington, Devon, Machinist. Feb 11 at 12 at offices of Thorne, Castle st, Barnstable  
 Howell, Clement, Nottingham, Lace Manufacturer. Feb 13 at 4 at offices of Acton, Victoria st, Nottingham  
 Houseman, Robert, Windhill, York, Butcher. Feb 4 at 4 at offices of Richardson and Morris, Swan arcade, Bradford  
 Hoyle, Fretwell William, Rotherham, York, Solicitor. Feb 9 at 11 at Law Society, Aldine ct, High st, Sheffield. Watson and Co Jackson, Benjamin, Transmere, Chester, Provision Dealer. Feb 9 at 11 at offices of Bleakley and Downham, Hamilton sq, Birkenhead  
 John, Daniel, Treboeth, near Swansea, Furnaceman. Feb 6 at 11 at Wigmore Inn, Landore, near Swansea  
 John, Shadrach Albert, Broke rd, Upper Clapton, Merchant. Feb 13 at 3 at 5, Mark lane. Sorrell and Son, Gt Tower at  
 Johnstone, Frederick, Upper Gornall, Stafford, Bellows Manufacturer. Feb 5 at 11 at offices of Tinsley, Priory st, Dudley  
 Johnson, Thomas, Heywood, Lancashire, Licensed Victualler. Feb 3 at 3 at offices of Banks, Market pl, Heywood  
 Jones, Benjamin, Chesham Hay, Stafford, Grocer. Feb 9 at 11 at offices of Stanley, Bridge st, Walsall  
 Jones, James Thomas, Liverpool, Boot Maker. Feb 9 at 3 at offices of Lupton, Harrington st, Liverpool  
 Jones, Robert, Wrexham, Leather Dealer. Feb 10 at 2 at offices of Horner, Stafford st, Liverpool  
 Jones, William, Southend, Innkeeper. Feb 11 at 4 at London Tavern, High st, Southend. Greyson, Rochford  
 Kennell, Thomas, Countesthorpe, Leicester, Boot Factor. Feb 10 at 3 at offices of Owston and Dickinson, Friar lane, Leicester  
 Key, Sarah, Walton Cardiff, Gloucester, Farmer. Feb 16 at 11 at offices of Moores and Romney, Tewkesbury  
 Knight, James, Wigan, Fruiterer. Feb 10 at 3 at offices of Wood, King st, Wigan  
 Knowles, William, Church st, Hampton, Jeweller. Feb 11 at 2 at offices of Laundry'nd Son, Cecil st, Strand  
 Lambert, Henry, Kirkby Malzeard, York, Grocer. Feb 11 at 10 at offices of Bateson and Hutchinson, Ripon  
 Latter, Louis Adolphus, and Harry Simmons, Southsea, Florists. Feb 6 at 4 at offices of King, North st, Portsea

sh, Doctor at  
Casuar, Feb 13  
giggist, Feb 13  
Feb 9 at 3 at  
field, Black.  
Feb 10 at 19 at  
challenger  
Feb 9 at 12 at  
offices of Nye  
Feb 2 at offices of  
esper, Feb 6  
Feb 3 at offices of  
housekeeper,  
Feb 9 at 11 at  
cardiff  
Feb 4 at 11 at  
Feb 6 at 12 at  
Feb 3 at offices of  
Manufacturers,  
Bewsey &  
offices of Alim  
Feb 3 at offices of  
Music Hall Pro-  
cess, Bristol  
Feb 25 at 3 at  
rapid  
of Harvey, &  
Feb 9 at 3 at  
Feb 12 at offices  
number, Feb 6  
of, Sydneyham,  
ices of Norris,  
Feb 1 at offices of  
Feb 2 at 6 at  
ment House  
asex st, Strand  
Commercial Tr-  
ry, Ironmonger  
st, Feb 17 at 4  
or  
Feb 12 at 13  
Feb 3 at offices of  
Feb 4 at 11  
Feb 12 at offices  
Feb 13 at 4 at  
Feb 13 at 4 at  
Feb 9 at 11 at  
d Co  
Feb 9 at 11  
Feb 6 at 11 at  
nant, Feb 13  
Manufacturers  
haller, Feb 3  
Feb 11 at offices  
at offices of  
London Tavern,  
Feb 10 at 3  
Feb 11 at offices  
of Wood, King  
Feb 2 at offices  
Feb 10 at offices  
Florists, Feb

Leah, Thomas, Woodford, Gloucester, Fig Butcher. Feb 7 at 1 at Bell  
Ln, Berkeley. Cumberland, Bristol  
Lush, Thomas, Bargate, Derby, Licensed Victualler. Feb 11 at 11 at  
offices of Jackson, Bridge st, Belper  
Marras, Donald McDonald, Birch, Northumberland, Grocer. Feb 10  
at 1.30 at the Traders' Association, Grainger st West, Newcastle-upon-  
Tyne, in lieu of the place originally named  
Mauger, Walter James, Bath, Draper. Feb 6 at 12 at offices of Simmons  
and Co, Manvers st, Bath  
Marshall, Ernest, Beaumont st, Mile-end-rd, Fruit Purveyor. Feb 4  
at 11 at offices of Savidge, Eastcheap  
Masters, Mark John, and Frederick Tapster, Castle st, Holborn. Ornamental  
Gilders. Feb 11 at 2 at offices of Morphet and Hanson,  
King st, Cheapside. Terry, King st  
Michel, Abram, Brighouse, York, Machine Maker. Feb 19 at 11 at the  
Railway Hotel, Brighouse. Sykes and Son, Huddersfield  
Moore, Thomas, South Norwood, Surrey, Auctioneer. Feb 10 at 3 at  
offices of Elberough and Dean, Queen Victoria st  
Munfield, James, Rowley Regis, Stafford, Boot Manufacturer. Feb 7  
at 12 at offices of Addison, High st, Brierley hill  
Nugrave, Samuel, Nottingham, Farmer. Feb 9 at 11 at offices of  
Burnaby and Denman, Church gate, East Retford  
Newsome, Benjamin, Earle-houston, York, Blanket Raiser. Feb 9 at 11  
at offices of Stapleton, Union st, Dewsbury  
Norman, Charles, St Ives, Huntingdon, Watchmaker. Feb 11 at 2.30  
at offices of Watts, St Ives  
Norton, William, Old Broad st, Contractor. Feb 16 at 3 at the  
Guildhall Tavern. Barraud, Arthur st West, London Bge  
Ogloff, Thomas, Redbourne, Lincoln, Innkeeper. Feb 7 at 11 at the  
Angel Inn, Brigg. Stephenson and Mountain, Great Grimby  
Parker, Alfred Ebenezer, Addle st, Wood st, Manufacturer of Furs.  
Feb 10 at 3 at offices of Brewer, City rd, Finsbury sq  
Pichett, Thomas, Bradford, York, Manufacturer of Aerated Waters.  
Feb 9 at 11 at offices of Hutchinson, Piccadilly chambers, Piccadilly,  
Bradford  
Paine, George, Ringwood, Hants, Shoemaker. Feb 10 at 12 at the  
Railway Hotel, Wimbourne. Sharp, Christchurch  
Phillips, Edwin, the younger, Salisbury sq, Fleet st, Printer. Feb 6 at  
12 at the Guildhall Tavern, Gresham st. Nye and Greenwood,  
Tavern, Fleet st  
Ply, Charles, and William Howard Inghall, Birmingham, Tin Plate  
Workers. Feb 12 at 11 at offices of Beale and Co, Waterloo st, Bir-  
mingham  
Potts, John, Dalton, York, Thresher of Corn. Feb 10 at 12 at the  
Tub Inn, Richmond  
Potts, Thomas, Walton-on-the-hill, near Liverpool, Grocer. Feb 7 at  
11 at offices of Quirk, Hatton garden, Liverpool  
Prestidge, George, Hareley, Warwick, Farmer. Feb 12 at 2 at offices  
of Sander-on, Church st, Warwick  
Pritchard, Owen, Caeathraw, Carnarvon, Plate Layer. Feb 10 at 3 at  
offices of Jones and Co, Market st, Carnarvon  
Quirkhall, John Grantham, Waltham, Lincoln, Farmer. Feb 2 at 12 at  
offices of Grange and Winttingham, St Mary's church, West St  
Mary's gate, Great Grimby  
Robinson, Alexander, Manchester, Builder. Feb 7 at 12 at offices of  
Ellison and Grundy, Princess st, Manchester  
Rogers, Thomas, Harey, Stafford, Innkeeper. Feb 5 at 11 at the Lamb  
Inn, Hareley. Ashmall, Hanley  
Rogers, William, York pl, York road, Cab Proprietor. Feb 4 at  
4 at the Yorkshire Grey Hotel, Holborn. Claxton, Bedford row  
Smiller, Robert Edward, Eastbourne, Sussex, Grocer. Feb 9 at  
12 at the Guildhall Tavern, Gresham st. Coles and Carr, East-  
bourne  
Sudby, James Bullimore, Grantham, Lincoln, Broker. Feb 7 at 3  
at the George Hotel, Grantham. Cockayne, Nottingham  
Sales, Charles Henry, Thoresway, Lincoln, Farmer. Feb 7 at 11 at  
offices of Page, Jun, Flaxengate, Lincoln  
Seldon, Adam, Little Hulton, Lancaster, Coal Dealer. Feb 18 at 3 at  
offices of Taylor and Sons, Mawdsley st, Bolton  
Self, Simpson Helms, Knareborough, Market Gardener. Feb 7 at  
4 at offices of Farmery, High st, Knareborough. James, York  
Selwyn, Selwyn, Westbury-upon-Severn, Gloucester, Cattle Dealer,  
Feb 3 at 3 at offices of Haines, Westgate chambers, Berkeley st,  
Gloucester  
Sheldon, Joseph, Walsall, Stafford, Grocer. Feb 6 at 12 at offices of East,  
Temple st, Birmingham  
Slater, Joseph, Snitterfield, Warwick, Drain Contractor. Feb 12 at 11  
at offices of Sanderson, Church st, Warwick  
Slater, Joseph Henry, Tombland, Norwich, Tailor. Feb 9 at 3 at offices  
of Turner and Prior, Upper King st, Norwich  
Smith, David, Totock, Suffolk, Licensed Victualler. Feb 11 at 12 at  
the Guildhall, Berry St Edmunds. Grose  
Smith, Edward, Glastonbury, Somerset, Hotel Keeper. Feb 6 at 1.30 at  
the Grand Hotel, Broad st, Bristol. Miller, Bristol  
Smith, William, Runham, Norfolk, Fish Merchant. Feb 10 at 12 at  
offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer,  
Great Yarmouth  
Smelling, Edward, Guildford st, Provision Merchant. Feb 12 at 2 at  
offices of Bath and Son, St Benet's pl, Gracechurch st. Armstrong,  
Fenchurch avenue  
Snider, Richard William, Kingston-upon-Thames, Coal Merchant.  
Feb 3 at 11 at offices of Greenfield and Abbott, Queen Victoria st  
Steel, George, Kirkby Steven, Westmorland, Farmer. Feb 6 at 2 at  
offices of Healey, Appleby  
Stephens, Frederick William, Middlesborough, Tailor. Feb 12 at 11 at  
offices of Peacock, Zetland rd, Middlesborough  
Stor, George, Swinethorpe, Lincoln, Farmer. Feb 10 at 11 at offices of  
Tweed and Co, Baltergate, Lincoln  
Tillbrook, Frederick, Coldharbour lane, Camberwell, School Proprietor.  
Feb 11 at 3 at offices of Lumley and Lumley, Old Jewry chambers  
Tucker, William Burras, Portland st, Walworth, Travelling Auctioneer  
Feb 19 at 2 at offices of Brown, Basinghall st  
Vickers, Ann, Anconia, Manchester, Printer. Feb 12 at 3 at offices of  
Addleshaw and Warburton, Norfolk st, Manchester

Waddington, Thomas, South Kirkby, York, Stone Merchant. Feb 9 a  
2 at offices of Foster and Raper, Ropergate, Pontefract  
Wade, Richard Singleton, Ulverston, Shoe Dealer. Feb 6 at 11 at the  
Temperance Hall, Ulverston. Jackson, Ulverston  
Waller, John Charles, Dartford, Kent, Builder. Feb 9 at 11.30 at offices  
of Haywards and Co, Frederick's pl, Old Jewry  
Walters, Thomas, Jun, Beauchamp st, Leather lano, Grocer. Feb 11 at  
12 at offices of Plunkett and Leader, St. Paul's churchyard  
Watt, Sarah Ann, Sunderland, Durham, Publican. Feb 9 at 12 at  
offices of McKenzie, John st, Sanderland  
Welch, Francis Bernard, Manchester, Engineer. Feb 13 at 11 at offices  
of Preston and Young, Norfolk st, Manchester  
Weller, Thomas, Wordsley, Stafford, Grocer. Feb 9 at 3 at offices of  
Addison, High st, Brierley Hill  
Whitley, Edward, and William Homewood, Portobello rd, Notting  
Hill, Grocers. Feb 9 at 3 at offices of Aird, Eastcheap  
White, Alfred, Chatsworth rd, Stafford, Dairyman. Feb 10 at 2 at  
offices of Morphet and Hanson, King st, Cheapside. Terry, King st  
Wigston, Henry Charles, Birmingham, out of business. Feb 6 at 3 at  
offices of Fallows, Cherry st Birmingham  
Wilkinson, John, Conduit st, Regent st, Electrician. Feb 22 at 12 at  
the Inns of Court Hotel, Holborn. Thompsons and Taylor, Worcester  
Wills, Cottingham, King's Lynn, Norfolk. Feb 11 at 12 at offices of  
Glasier, King st, King's Lynn  
Willoughby, Thomas Bridport pl, Hoxton, Grocer. Feb 3 at 11 at offices  
of Marchant and Co, Ludgate hill. Best, Ludgate hill  
Wilson, Robert, Preston, Fruit Salesman. Feb 9 at 3 at offices of Ley-  
land, Cooper st, Manchester  
Withers, Edward, Romsey, Hants, Upholsterer. Feb 9 at 3 at offices of  
Bell, Portland st, Southampton  
Withers, Henry William, Nottingham, Milliner. Feb 10 at 3 at the  
offices of Press, Friar lane, Nottingham. Stevenson, Nottingham  
Worcers, William Henry, Sheiton, Nottingham, Farmer. Feb 16 at 12  
at the Clifton Arms Hotel, Newark-on-Trent. Cook and Parker,  
Wellingborough

## SCHWEITZER'S COCOATINA,

Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the  
excess of fat extracted.

The Faculty pronounces it "the most nutritious, perfectly digestible  
beverage for Breakfast, Luncheon, or Supper, and invaluable for  
Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, suits all palates,  
keeps better in all climates, and is four times the strength of cocoas  
thickened yet weakened with starch, &c., and IN REALITY CHEAPER  
than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Break  
fast Cup, costing less than a halfpenny.

COCOATINA A LA VANILLE is the most delicate, digestible, cheapest  
Vanilla Chocolate, and may be taken when richer chocolate is pro-  
hibited.

In tin packets at 1s, 6d., 3s., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietors,  
H. SCHWEITZER & CO., 10, Adam-street, London, W.C.

## PAINLESS DENTISTRY.

MR. G. H. JONES,

SURGEON DENTIST,

57, GREAT RUSSELL-STREET, BLOOMSBURY

(Immediately opposite the British Museum),

Will be glad to forward his new Pamphlet gratis and post-free, which  
explains the only perfectly painless system of adapting ARTIFICIAL  
TEETH (protected by Her Majesty's Royal Letters Patent), which  
have obtained five Prize Medals, London 1862, Paris  
1867, Philadelphia 1876, Vienna 1873, and New York  
1853.—Consultation daily free.

## EDE AND SON

ROBE MAKERS



BY SPECIAL APPOINTMENT,  
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench  
Corporation of London, &c.

SOLICITORS' AND REGISTRARS' GOWNS.

BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.

CORPORATION ROBES UNIVERSITY & CLERGY GOWNS, &c

ESTABLISHED 1699.

94, CHANCERY LANE, LONDON.

MODEL SETS OF OFFICES (eight or sixteen  
rooms).—Two self-contained sets of premises, 14 and 15, Union-  
court, Old Broad-street, to be LET. Strong-room and all conveniences.  
—Messrs. DEBENHAM, TEWSON, & FARMER, 80, Chancery, E.C.

CHAMBERS TO LET.—Second Floor, 3, Lancaster-  
place, Strand. Bed, sitting, and dressing rooms, with w.c. en  
suite. Several excellent fittings if required by tenant.—Apply to Mr.  
GEO. CLARIDGE, 23, Harp-lane, City.



**WANTED**, by a leading Fire and Life Insurance Office, an influential AGENT for the Chancery-lane and Law Courts District.—Apply, by letter only, to MANAGERS, care of Messrs. Burrup & Son, Stationers, 12, Royal Exchange.

**LAW EXAMINATIONS.**—Mr. H. Wakeham Purkis' Classes are now forming for the Easter Final and Intermediate Examinations. Terms moderate.—Apply to RICHARD AMER, Law Bookseller, Lincoln's-inn-gate, W.C.

**MR. T. BATEMAN NAPIER**, Winner of the Law Society's only Scholarship for the year 1876, Conveyancing Gold Medalist, and Clifford's-inn Prizeman, prepares Students for the Preliminary, Intermediate, and Final Examinations. Classes are limited to six in number, and the Honour Class is taken separately. Pupils are prepared through the post. During the past year many of Mr. Napier's pupils obtained prizes or certificates of honour.—Apply to 1, Mitre-court-building, King's Bench-walk, Temple, E.C.

**MR. INDERMAUR** (Clifford's Inn Prizeman, Editor of the Law Student's Journal, and Author of Various Works for Law Students) receives pupils for all legal Examinations, or reading, both in class and privately, and also prepares students through the post. The number in each class is limited to 12. At the Final (Solicitors) for last five terms in succession, pupils have taken the Honours. During that time 88 sent up, of whom 61 passed, 10 of these taking Honours.—For terms and further particulars apply, personally or by letter, to Mr. INDERMAUR, 22, Chancery-lane, London.

**RESTAURANT PARISIEN** (late Madme. Janet), 10, CASTLE-STREET, HOLBORN, opposite the Prudential Insurance Company.—First-class Luncheon Bar for gentlemen in the neighbourhood. Public and Private Dining Rooms for 3s. 6d., 4s. 6d., 5s. 6d., 7s. 6d., and 10s. 6d. Will be served in the Private Dining Room; no extra charge for room or pianoforte. Choicest Wines, Beer, and Spirits.—Proprietors, DODD BROTHERS.

**THE TRUSTEES', EXECUTORS', and AGENCY COMPANY (LIMITED)**, MELBOURNE, VICTORIA.

The Company will act as Trustee or Executor, or as agent for Trustees, or Executors, or for Principals, who, from absence, ill-health, or other cause, are unable or unwilling to act for themselves, and, in this capacity will receive and pay over as directed Legacies, Annuities, Dividends, Rents, Interest on Debentures, or Mortgages, and will sell or let Landed Property.

Referees in London:—

BANK OF AUSTRALASIA, Threadneedle-street, and

Messrs. SLADEN & MACKENZIE, Solicitors, 1, Delahay-street, Westminster.

**LAW UNION FIRE AND LIFE INSURANCE COMPANY.** Chief Office—128, Chancery-lane, London, W.C. The Funds in hand and Capital subscribed amount to upwards of £1,500,000 sterling.

Chairman—JAMES CUDDO, Esq., Barrister-at-Law, Goldsmith-build ing, Temple.

Deputy-Chairman—C. PEMBERTON, Esq. (Lee & Pemberton), Solicitor 44, Lincoln's-inn-fields.

Every description of Fire and Life Insurance business transacted.

The Directors invite attention to the new form of Life Policy, which free from all conditions.

The Company advances Money on Mortgage of Life Interest and Reversions, whether absolute or contingent.

Prospectuses, Copies of the Directors' Report, and Annual Balance sheet, and every information, sent post free, on application to

FRANK M'GEDY, Actuary and Secretary.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.

No. 117, CHANCERY LANE, FLEET STREET.

**HENRY GREEN**, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of thirty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Officially stamped forms for advertisement and file of "London Gazette" kept. By appointment.

AN IMPORTANT CONVENIENCE TO LAW WRITERS AND SOLICITORS.

**STEPHENS' SCARLET INK FOR STEEL PENS.**

This new Ink supplies the demand continually made but never before met, for a Red Ink which is uninjured by Steel or other Metallic Pens. Steel Pens left in this ink for months do not impair the beauty of its colour, nor are the Pens in the least corroded by it. The existing Red Inks rapidly destroy Steel Pens, and lose their red colour if used with other than Gold or Quill Pens. This new colour is a very rich scarlet red of great beauty. The colour of this ink is not affected by use upon parchment, and is consequently of great value to Solicitors and Draughtsmen.

Sold in stone bottles, retail at 1s., 2s., 3s.; and Imperial Quarts of 40 ounces at 6s. each. Also in glass bottles at 6d. and 1s. each.

## BUSINESS AND PARLIAMENTARY CHAMBERS

TO LET (close to the House of Lords), at 10, VICTORIA CHAMBERS, Victoria-street, Westminster.—Apply to the Victoria-chambers Company, Limited.

**MESSRS. DEBENHAM, TEWSON & FARMER'S** LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C. or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

## PARTRIDGE & COOPER,

WHOLESALE AND RETAIL STATIONERS

192, Fleet-street, and 1 & 2, Chancery-lane, London, E.C.

Carriage paid to the Country on Orders exceeding 30s.

DRAFT PAPER, 5s., 6s. 6d., 7s. 6d., and 9s. 9d. per ream.  
BRIEF PAPER, 15s. 6d., 17s. 6d., and 23s. 6d. per ream.  
FOOLSCAP PAPER, 10s. 6d., 14s. 6d., and 18s. 6d. per ream.  
CREAM-LAID NOTE, 3s., 4s., and 5s. per ream.  
LARGE CREAM-LAID NOTE, 4s. 6d., 6s. 6d., and 8s. per ream.  
LARGE BLUE NOTE, 3s. 6d., 4s. 6d., and 6s. 6d. per ream.  
ENVELOPES, CREAM OR BLUE, 3s. 9d., 4s. 6d., and 6s. 6d. per 1000.  
THE "TEMPLE" ENVELOPE, extra secure, 9s. 6d. per 1000.  
FOOLSCAP OFFICIAL ENVELOPES, 1s. 9d. per 100.  
PARTRIDGE & COOPER'S VELLUM WOVE CLUB-HOUSE NOTE, 9s. 6d. per ream.  
This incomparable Paper has raised up a host of worthless imitations. Purchasers are particularly requested to observe that each sheet bears the face-simile water-mark, "PARTRIDGE & COOPER'S VELLUM-WOVE CLUB-HOUSE PAPER," without which none is genuine.

INDENTURE SKINS, Printed and Machine-ruled, 2s. 5d. ch, 20s. per doz., 135s. per roll.

SECONDS OR FOLLOWERS, Ruled, 2s. 1d. each, 24s. per dozen, 115s. per roll.

RECORDS OR MEMORIALS, 8d. each, 7s. 6d. per dozen.

Ledgers, Day Books, Cash Books, Letter or Minute Books.

An immense stock in various bindings.

## The Companies Acts, 1862 to 1879.

Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, &c., engraved and printed. OFFICIAL SEALS designed and executed.

Solicitors' Account Books.

## RICHARD FLINT & CO.

Stationers, Printers, Engravers, Registration Agents, &c.,

49, FLEET-STREET, LONDON, E.C. (corner of Serjeants' inn).

Annual and other Returns Stamped and Filed.

## KINAHAN'S LL WHISKY.

**KINAHAN'S LL WHISKY.** Pure, Mild and Mellow, Delicious and most Wholesome. Universally recommended by the Profession. The Cream of Old Irish Whiskies.

**KINAHAN'S LL WHISKY.** Dr. Hassall says—"Soft and Mellow, Pure, well Matured, and of very excellent quality."

**KINAHAN'S LL WHISKY.** Gold Medal, Paris Exhibition, 1878; Dublin Exhibition, 1865, the Gold Medal 20, Great Titchfield Street, London, W.

**THE CENTRAL LAW JOURNAL**, a quarto of 16 pages in each number, is published weekly in St. Louis, Mo.; fresh, vigorous, varied, and practical; affords to its subscribers the very latest information in regard to important decisions in State and Federal Courts long before their publication elsewhere; furnishes prompt and general legal news; is, in short, a law library in itself. Read what its subscribers say:—

"It is, in fact, what it purports to be, a legal newspaper."—Chief Justice Waite, United States Supreme Court.

"It is of great service both to the practitioner and the judge."—Hon. J. P. Bradley, United States Supreme Court.

"I should much regret to forego the weekly instruction and pleasure I have derived from it. Aside from the miscellaneous content of the Journal, which are always readable, the large number of recent cases which it furnishes, in authentic shape, and much in advance of the regular reports, makes it of great practical use to the profession."—Francis Hilliard, Worcester.

"It is seldom that a new journal in any field is enabled, from the start, to achieve so decided a success, and none ever deserved it better."—Hon. Thomas M. Cooley, Ann Harbour, Mich.

Subscription price, 5 dols. per annum. Bound, vol. 1 (1874), 5 dols.

0.  
ERS  
ELL-  
TARY  
ERS  
iding  
coding  
y and  
comb.  
R.O.  
lmar-  
as and  
ERS  
001.  
4.  
ritism  
re that  
ON &  
ritism  
sa. per  
sa. per  
oks.  
79.  
noties  
to use  
printed  
CER-  
ICIAL  
0.  
ants'  
and  
ecous  
aya-  
cation  
Pari  
Medal  
of 10  
to. ; h  
in the  
s and  
nished  
itself  
Chie  
Man.  
esure  
of the  
cases  
of the  
son."  
the  
car."  
Gals.